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TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
2<sup>ND</sup> FLOOR TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG

TREASURE ISLAND DEVELOPMENT AUTHORITY  
MEETING AGENDA

March 14, 2012 – 1:30PM

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

DIRECTORS

Linda Richardson, President  
Claudine Cheng, VP  
Larry Del Carlo  
Mark Dunlop

John Elberling  
Larry Mazzola, Jr., CFO  
Jean-Paul Samaha  
Hon. Jane Kim (Ex-Officio)

Mirian Saez, Director of Island Operations  
Asja Steeves, Commission Secretary

GOVERNMENT  
DOCUMENTS DEPT

ORDER OF BUSINESS

MAR 10 2012

1. Call to Order and Roll Call

SAN FRANCISCO  
PUBLIC LIBRARY

2. General Public Comment (Discussion Item) This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda.

Estimated Length of Item: 10 minutes

3. Reports

a. Report by Director of Island Operations (Discussion Item)

This item is to allow the Director of Island Operations to report on staff activities, on-Island events and to make announcements.

Estimated Length of Item: 15 minutes

b. Report by Office of Economic & Workforce Development (Discussion Item)

This item is to allow the Office of Economic & Workforce Development to report on activities related to the transfer and development of former Naval Station Treasure Island.

Estimated Length of Item: 10 minutes

c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)

This item is to allow the Treasure Island/Yerba Buena Island Citizen Advisory Board to report on activity at recent meetings of the Citizen Advisory Board.

Estimated Length of Item: 5 Minutes

4. Communications (Discussion Item)

Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors (Discussion Item)

Estimated Length of Item: 5 Minutes

6. CONSENT AGENDA

Estimated Length of Item: 5 minutes (Action Item)

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

a. Approving the Minutes of the February 8, 2012 Meeting (Action Item)

b. Resolution Approving and Authorizing the Director of Island Operations to Retroactively Execute a Second Extension of the Loan Agreement with the Fine Arts Museum of San Francisco for the Temporary Loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific" (Action Item)

7. Resolution Electing to Participate in the Health Service System of the City and County of San Francisco for Authority Board Members and Providing for Employer Contributions for Health Benefits (Action Item)

Estimated length of Item: 5 Minutes

8. Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule (Action Item)

Estimated length of item: 5 Minutes

9. Informational Presentation on the proposed Treasure Island Development Authority Fiscal Year 2012-13 Budget, Including Work-Orders and Memorandums of Understanding for Services with other City Departments and Professional Services Contracts and Agreements with Service Providers (Discussion Item)



10. Informational update on The Villages Rental Agreement (Discussion Item)  
Estimated length of Item: 10 Minutes

11. Discussion of Future Agenda Items by Directors (Discussion Item)  
Estimated length of Item: 5 Minutes

12. POSSIBLE CLOSED SESSION

\*\*\*If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the end of the meeting\*\*\*

- a. Public comment on all items relating to closed session
- b. Vote on whether to hold closed session to confer with real property negotiators regarding real property negotiations pursuant to Government Code Section 54956.8, and Administrative Code Section 67.8(a). (Action item)

1.) Conference with Real Property Negotiators  
Persons negotiating for the Authority: Mirian Saez  
Persons negotiating with the Authority: The John Stewart Company  
Property: Former Naval Station Treasure Island  
Under Negotiation:

Price: \_\_\_\_\_ Terms of payment: \_\_\_\_\_ Both: X

- c. Reconvene in open session (Action item)

1.) Possible report on action taken in closed session under Agenda Item 12  
(Government Code Section 54957.1(a) (1) and San Francisco Administrative Code Section 67.12(a))

2.) Vote to elect whether to disclose any or all discussions held in closed session  
(San Francisco Administrative Code Section 67.12(a)).

13. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in

alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

#### Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

#### KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>











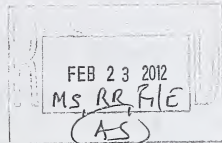








## MEMORANDUM



**To:** Mirian Saez, Director of Operations, Treasure Island Development Authority

**cc:** Suzanne Wood, Edison Capital      Jack Gardner, JSCo      Ned York, JSCo  
John Stewart, JSCo      Loren Sanborn, JSCo      Connie Le, JSCo  
Paula Schlunegger, JSCo      Lynny Lee, JSCo

**From:** Michael Smith-Heimer *MSH*

**Date:** February 21, 2012

**Subject:** Percentage Rent for Treasure Island Housing Project Sublease for January 2012

Enclosed is our payment of Percentage Rent in the amount of \$407,931 for the January period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

### Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of January 2012, Actual Total Revenues were over budgeted Total Revenues, primarily due to a recovery of previous losses from uncollected rents due during the last half of 2011. The result was that Funds Available for Distribution were \$429,401, about 40% over December 2011 budgeted amounts.

### Calculation of Percentage Rent

Based on operations, a total of \$429,401 in adjusted Gross Revenues after costs of operations are available for distribution for the January 2011 period. These revenues are distributed as follows:

<u>January 2012 Distributions</u>	<u>Actual</u>	<u>2011 Budgeted</u>
Available for Distribution	\$429,401	\$308,275
Percentage rent for TIDA	\$407,931	\$292,861
Percentage rent for JSCO	\$21,470	\$15,414

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.





ESTI,  
: REVENUES AND OPERATING EXPENSES FROM OPERATIONS

January 2012 Operations for Treasure Island Project

[illegible]






## MEMORANDUM

FEB 23 2012  
MS PR, F/E  
AS

To: Suzanne Wood, Edison Capital

cc: John K. Stewart      Paula Schlunegger      Dan Levine      Connie Le  
Loren Sanborn      Lynny Lee      Mari Tustin      Jack Gardner  
New York

From: Michael Smith-Heimer 

Date: February 21, 2012

Subject: Disbursement per Capital and Profits Participation Agreement

Per the Capital and Profits Participation Agreement by and between Edison Capital Housing Management and the John Stewart Company date April 18, 2001, the following amounts are due Edison Capital:

Amount net revenue remaining from Treasure Island after the payment of all property obligations (based on Revenues and Operating Expenses from operations submitted to TIDA for purposes of calculating Percentage Rent) and Percentage Rent amounts due the Treasure Island Development Authority for the February 2012 period (covering January 2012 operations):

Total Revenue	\$48,371
Operating Costs	-\$618,970
EOY Reconciliation adjustment	
TIDA Percentage Rent	-\$407,931
JSCo Developer Fee	
NET REVENUE	\$21,470

### Disbursement of Revenues per Capital and Profits Participation Agreement

	JSCo	Edison	Total
Funds remaining to distribute			\$21,470
1. Distribution from Schedule A to Edison	0	0	0
Distribution from Schedule A to JSCo	0	0	0
Funds remaining to distribute			\$21,470
2. Amount to Edison per Section 3.4 (2)	0	0	0
Funds remaining to distribute			\$21,470
3. Amount to Edison per Section 3.4 (3)	0	0	0
Funds remaining to distribute			\$21,470
4. Amount due under Amendment, Parag. 9	0	0	0
Funds remaining to distribute			\$21,470
5. Amount to JSCo (up to Schedule B)	-\$21,470	0	-\$21,470
Funds remaining to distribute			0
6. Amount of additional JSCo Contributions	0	0	0
Funds remaining to distribute			0
7. Amount to Edison subject to cap	0	0	0
TOTAL DUE	\$21,470	0	\$21,470

# MEMORANDUM

To: Paula Schlunegger, Controller

cc. Loren Sanborn, JSCo  
John Stewart, JSCo  
Jack Gardner, JSCo  
Mari Tustin, JSCo  
Dan Levine, JSCo  
Lynny Lee, JSCo  
Connie Le, JSCo  
Ned York, JSCo

From: Michael Smith-Heimer



Date: February 21, 2012

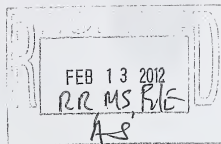
RE: Disbursements reflecting Draw 156 (January 2012 actual operations)

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Based on calculations for TIDA and Edison, please complete the following transactions.

	Account Booked <u>AMOUNT</u>	<u>JSCO</u>	<u>TI</u>
<b>Operational Transfers –</b>			
Write a check to the Treasure Island Development Authority for Percentage Rent for January 2012 period	407,931	7141-000,	
Write a check to JSCo for Percentage Rent for January 2012 Period	21,470	5512	7142-000

Thank you,



## TREASURE ISLAND

### Monthly Maintenance Common Area Charges 2011

**6589—MAINTENANCE-COMMON AREA CHARGES:** The figure of an average \$28,300 per month/\$339,608 per year is included. Common Service charges are referenced in Section 3.1.2. and 3.1.3 of Exhibit 1 as part of the Exhibits to the Sublease Agreement. Common Service Charges are composed of two parts: a charge for the land (\$6,886.96 per month) and a charge for the structures (\$23,317.54). The Common Area charge for the structures is a function of each apartment's square footage. While Common service Charges per annum have been historically fixed at \$30,204.50 per month/ \$362,454.00 per year based upon a portfolio of 632 units, this expense was reduced in July 2007 by \$1,962.38 per month to \$28,242.10 per month/\$338,905.20 per year with the return of the 54 "borrowed" units to Treasure Island Homeless Development Initiative. The Common Area Charges are now based upon a portfolio of 578 units.

While the Villages expects a decrease in the Common Area Charges with the relocation of the residents from Yerba Buena Island to Treasure Island, this line item does not include any budgetary reflection since it is difficult to anticipate at what rate tenants will relocate. Please note that the 80 apartments on YBI represent approximately 13.8% of the structural common area charges paid monthly.

JAN 2011



FEB 27 2012

MS RR, F/E

AS

## TREASURE ISLAND

### Monthly Maintenance Common Area Charges 2011

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Feb 2011



**SAN FRANCISCO POLICE DEPARTMENT  
SOUTHERN STATION  
850 BRYANT ST  
SAN FRANCISCO, CA. 94103  
OFFICE #: (415) 553-7959  
FAX # (415) 553-9722**



## **Fax Transmittal Sheet**

**DATE:** March 8<sup>th</sup> 2012

**AGENCY:** Treasure Island Development Authority

**FAX NUMBER:** 415-274-0299

**ATTENTION:** Marianne

**SENT BY:** Maureen Leonard

**PHONE #:** (415) 553-1308

### **COMMENTS:**

Marianne,

Please find attached the March statistics for Treasure Island.

Any questions, please give me a call.

Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 2

ATTACHMENT A		TYPE		COMMENTS		CASE NUMBER	
OCC. DATE	REP. DATE	LOCATION					
2/19/2012	2/19/2012	1404 Sturgeon St	Aided Case	Unknown		120502485	
2/19/2012	2/19/2012	1108 Halyburton Court	Assault, Aggravated	Unknown		120090876	
2/19/2012	2/19/2012	1126 Reeves Court	Battery	Known Suspect		120107261	
2/19/2012	2/19/2012	401 13th St	Burglary Non-Residential	Unknown		120502832	
2/28/2012	2/28/2012	1246D Gateview Ave	Burglary, Residence, Forcible Entry	Unknown		120167328	
12/20/2011	2/15/2012	1420 Striped Bass St	Burglary, Unlawful House	Known Suspect		120130977	
2/20/2012	2/20/2012	1404 Sturgeon St	Disturbing The Peace, Fight	Known Suspect		120512806	
2/28/2012	2/28/2012	1430 Gateview	Dog Bite, Attack	Known Suspect		120166110	
2/7/2012	2/7/2012	1116 Hutchins Court	DV	Known Suspect		120107681	
2/7/2012	2/7/2012	275 California Ave	Juvenile Intoxicated	Known Suspect		120105453	
2/7/2012	2/7/2012	1224 Bayside Drive	Malicious Mischief	Known Suspect		120121415	
2/23/2012	2/23/2012	1404 Sturgeon St	Mental Health Detention	Known Suspect		120543364	
2/1/2012	2/1/2012	905 Ave B	Recovered Vehicle	Unknown		120082293	
2/23/2012	2/23/2012	Avenue B Cross Gateview	Robbery	Unknown		120543199	
2/21/2012	3/1/2012	1248 Gateview Court	Stay Away or Court Order	Known Suspect		120172402	
2/5/2012	2/5/2012	1201 Bayside	Suspicious Occurrence	Known Suspect		120099981	
2/6/2012	2/6/2012	351 Avenue H	Suspicious Occurrence	Known Suspect		120103190	
2/7/2012	2/7/2012	1120 Reeves Court	Suspicious Occurrence	Known Suspect		120107023	
2/5/2012	2/5/2012	1441 Chinook St	Terrorist Threats	Known Suspect		120100748	
2/26/2012	3/1/2012	Unknown Oakland	Terrorist Threats	Known Suspect		120172480	
				TOTAL		20	

#### Part 1 Crimes January 2012

Homicide 0  
Assault 2  
Burglary 3

Vehicle Theft 0  
Robbery 1  
Sex Offenses 0

Arson 0  
Larceny 2

Total Part 1 Crimes

6



## TREASURE ISLAND DEVELOPMENT AUTHORITY

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WWW.SFGOV.ORG/TREASUREISLAND

**To:** Mirian Saez, Director of Island Operations  
**From:** Richard A. Rovetti, Deputy Director of Real Estate  
**Date:** March 8, 2012  
**Re:** Treasure Island YMCA Gym Improvements

---

I am writing to follow up on the progress made by the Embarcadero YMCA ("YMCA") and Treasure Island Development Authority (the "Authority") over the past six months at the Treasure Island YMCA Gymnasium ("TI Gym"). The YMCA and Authority have implemented the following ongoing action / improvement plan outlined below:

- Hire specialty contractor to clean, polish and wax floors throughout the facility;
- Increase weekly cleaning service performed by Toolworks from four to five days;
- Biweekly maintenance staff inspection of the facility in order to ensure maintenance items are recognized and repaired on an immediate basis; and
- Provide YMCA staff with opening and closing cleaning check-lists in order to assure overall cleanliness of facility.

Over the past several months, Project Office Staff has routinely inspected the TI Gym and is encouraged with the progress made to date by YMCA. YMCA and Project Office Staff are working together to identify and address deferred maintenance items impacting the overall appearance of the TI Gym. To date, the YMCA and Authority have completed several projects including:

- Roof inspection resulting in repairs to roof and gutter maintenance;
- Tree maintenance;
- Bathroom maintenance and repairs;
- Interior painting of hallways, weight room and yoga room;
- Installing new hand sanitizer and paper towel dispensers;
- Replacing broken mirrors in yoga room;
- Installing new rubber flooring in weight room;
- Installing new laminate flooring in yoga room;
- Removing tiles and applying colored epoxy to entrance and hallway floors;
- HVAC maintenance including filter replacement;
- Replacing several broken windows; and
- Removing three doorways in order to bring more light into facility.



In the coming months, the YMCA and Project Office Staff plan to initiate and complete several additional projects including:

- Installing mirrors in weight room;
- Power washing and painting building exterior;
- Perform basketball floor assessment and repairs as needed;
- Repainting interior of basketball area;
- Posting updated TI Gym rules and regulations; and
- Installing pictures and posters to enhance facility atmosphere.

Project Office Staff will continue to monitor the YMCA's progress to ensure the facility is clean and well maintained for the benefit of the Island community.





**TREASURE ISLAND DEVELOPMENT AUTHORITY**

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(415) 274-0680 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG

**To:           Treasure Island Development Authority Board of Directors**  
**From:       Mirian Saez, Director of Island Operations**  
**Date:        March 9, 2012**  
**Re:          Use Permit and Film Permit Waivers**

---

The following waivers and reductions were granted for short-term Use Permits and Film Permits February 11– March 9, 2012.

**Fee Waivers:**

- OPD K9 Unit Training- B-3, February 13-14,, 2012
- SFPD K9 Unit Training- – B-3, February 15,, 2012
- SFPD tactical Unit Training – YBI Q 3-7, February 21, 2012
- SFPD tactical Unit Training – YBI Q 240, February 22, 2012
- Academy of Arts College - Student Project- February 9, 2012
- Academy of Arts College - Student Project- February 29, 2012
- Academy of Arts College - Student Project- March 3, 2012
- Academy of Arts College - Student Project- March 7, 2012, 2012



**Treasure Island Development Authority  
Subleases and Permits Executed  
Pursuant To Leasing Policy**

**As of March 9, 2012**

<b>Location / Facility</b>	<b>Agreement Number</b>	<b>Leasehold Status (new / expired)</b>	<b>Company Name / Prospective Subtenant</b>	<b>Commencement Date/Event Date</b>	<b>Leasehold Type</b>	<b>Sq. Ft.</b>	<b>Monthly Rent/ Permit Fee</b>	<b>Comments</b>
Building 1 Suite 206	518	New	Adjusters Exchange	1/1/12	Office	730	\$750.00	
Avenue F at 3 <sup>rd</sup>	522	New	L & D Development Co.	1/1/12	Storage	780 0	\$925.00	
Building 264 Lot	536	New	Ace Glass Company	2/1/12	Storage	200	\$250.00	
Building 670	532	New	Steve Walker Studio Inc.	1/23/12	Office	250 0	\$1250.00	
Avenue Of The Palms	P-539	New	Cloud Atlas Limited	2/12/12	Photo Shoot		\$500.00	
Avenue H	P-541	New	NCJLA	3/4/12	Road Closure		\$500.00	
B-180 Parking Lot	P-545	New	Sol Rouge	5/5/12	Wedding Ceremony		\$500.00	
B-180 Parking Lot	P-546	New	Sol Rouge	8/4/12	Wedding Ceremony		\$500.00	
Great Lawn	P-547	New	Sol Rouge	7/7/12	Wedding Ceremony		\$2500.00	
Great Lawn	P-548	New	Pacific Sound	6/10/12	Picnic		\$2500.00	





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**To:** Mirian Saez, Director of Island Operations  
**From:** Peter Summerville, Project Office Staff  
**Date:** March 9, 2012  
**Re:** Unplanned Utility Outage Internal Notification Procedure for  
Treasure and Yerba Buena Islands

---

This memo serves to update you on Project Office staff's combined efforts with the San Francisco Public Utilities Commission (SFPUC) and San Francisco 311 (311) to improve the internal notification and reporting procedure for unplanned utility outages affecting Treasure and Yerba Buena Islands (Treasure Island).

Currently, the SFPUC Utility Manager responding to an unplanned utility outage on Treasure Island emails a Situation Report, and subsequent updates, to Project Office staff, who in turn notify on-Island City, State and Federal agencies and the on-Island housing providers. To account for the all-hours nature of unplanned utility outages, these notifications from Project Office staff are distributed via cellular phone text message. Under the current model, the information flows through multiple channels via two separate communication methods potentially increasing the chance for miscommunication or delay in distribution of information.

Over the past three months, Project Office staff and SFPUC staff have engaged 311 to improve the procedure for delivering Situation Reports from SFPUC to the vital on-Island stakeholder agencies. Under this new model, the SFPUC Utility Manager responding to the outage will transmit the on-site Situation Report via email to a single email address created by 311. The content of the Situation Report will include the nature of the outage, identified causes of the outage, and estimated time of repair. Updates to this Situation Report will also be distributed by the SFPUC Utility Manager upon completion of repairs or in the case of unanticipated delays.

311 has engineered this email address which receives the Situation Report to in turn re-distribute the Situation Report to a set list of pre-identified recipients, known as a "Blast List". 311 is able to distribute the Situation Report as an email message or as a text message, depending on the preference of the recipient. The Blast List recipients will include relevant Project Office and SFPUC staff, the U.S. Navy Caretaker Site Office, Department of Public Works, San Francisco Fire and Police

Departments, CalTrans, U.S. Coast Guard Sector San Francisco, Treasure Island Job Corps Center and the on-Island housing providers. By establishing one uniform Blast List based off a single email address, consistency of recipients across all utility outages, regardless of the utility affected or Utility Manager responding, is assured.

Project Office staff is currently working with the on-Island agencies listed above in populating the Blast List. Upon activation of this improved communication procedure, utility outage Situation Reports and updates will flow directly from the SFPUC to on-Island stakeholders in a timely and concise manner. Project Office staff along with 311 and SFPUC will also be implementing a new communication protocol for on-Island commercial and residential tenants to address the reporting of all on-Island utility issues and hazards. Community engagement and education efforts will begin in April of 2012.







February 1, 2012

Michael Tymoff  
Treasure Island Development Director  
Office of the Mayor  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 448  
San Francisco, CA 94102

Re: Treasure Island Radiologic Contamination

Dear Mr. Tymoff:

Attached hereto is a recent Survey Report signed off on by the California Dept. of Public Health(CDPH) pertaining to the Treasure Island Ninth Street Playground.

It is bad enough that the TI 2006 Historical Radiologic Assessment (HRA), which forms the basis of the EIR section on TI radiologic impacts, is in the words of CDPH, "heavily flawed," "erroneous" and "invalid" as a reference tool and indicator of radiological presence on the island.

It is bad enough that the Department of the Navy(DON), through its contractor, Shaw Environmental, licensed by the NRC, may have spread radiological contamination to other parts of TI as well as to disposal facilities off-island.

It is bad enough that new radiologically impacted sites on TI are being progressively disclosed going way beyond the *de minimus* references in the EIR.

It is bad enough that Shaw Environmental for several years refused to cooperate in sharing critical trenching data for possible radiologic contamination on Site 12 TI(comprising a significant portion of TI), and that the trenching work data for Site 12 recently produced by Shaw, had very little RAD data included, still requiring additional sampling.

It is bad enough that Shaw Environmental was slapped with a Notice of Violation for numerous violations of federal and state regulations regarding measuring, analysis, reporting, remediation of RAD.

Finally, it is bad enough that an updated conceptual model and revised HRA for TI has not been prepared.

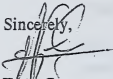
But now, we have the spectacle of DON trying to get away with creating a another highly suspect model, this time for measuring background radiation levels which would then be used as a point of comparison for radiologic surveys during future Treasure Island decontamination and decommission work performed by Shaw Environmental. DON took the 9<sup>th</sup> Street Playground on TI as the basis for the proposed model. But, surprise, surprise---the data collected at the 9<sup>th</sup> Street Playground more closely resembled a radiologically impacted area. In fact, "Soil samples were collected, and laboratory analysis of the soil indicated elevated levels of thorium and radium." Because of the elevated gamma measurements in the top 12 inches of the playground, CDPH has recommended to DON that the Playground not be used as the basis for measuring background radiation in other areas of TI. As to the elevated readings of thorium and radium detected at the Playground, the RAD comes "from an unknown source(s)." The

Playground becomes yet another area on TI that should be remediated---there is not the slightest idea of the source of radiologic contamination.

Here we have the spectacle of the Department of the Navy having prepared a false EIR on radiological contamination on Treasure Island, now trying to use a playground---and what could be more innocent than a playground---as the basis for measuring background radiation on the island---then to find several kinds of RAD, of which there is no explanation how it might have gotten there. And has anyone notified the residents of TI about the most recent finding of RAD at the 9th Street Playground? (For that matter, has anyone notified the residents of TI about possible wind-borne radiologic contamination to a nearby child development center or Boys and Girls Club from Site 31 due to Shaw remediation activities?)

The list of radiologically impacted sites on Treasure Island just keeps growing from the negligible references in the EIR; but this latest revelation, and the manner in which it was discovered, is perhaps the most extraordinary of all.

Sincerely,



Tony Gantner  
235 Chestnut St.  
San Francisco, CA 94133  
[afgantner@aol.com](mailto:afgantner@aol.com)  
415 596-3626

California Department of Public Health  
Division of Food, Drug and Radiation Safety  
Radiologic Health Branch  
Radiological Assessment Unit  
P. O. Box 997414, MS 7610  
Sacramento, California 95899-7414

TREASURE ISLAND, 9<sup>TH</sup> STREET PLAYGROUND  
SURVEY REPORT  
SURVEY DATE: JULY 13, 2011

Roger Lupo  
AUTHORS: ROGER LUPO  
ASSOCIATE HEALTH PHYSICISTS

November 2, 2011  
DATE

Victoria A. Brandt  
REVIEWER VICTORIA BRANDT  
ASSOCIATE HEALTH PHYSICISTS

November 2, 2011  
DATE

Steve Hsu  
APPROVER: STEVE HSU, ACTING CHIEF  
STRATEGIC PLANNING AND QUALITY ASSURANCE

11-2-2011  
DATE

Gonzalo Perez  
APPROVER: GONZALO PEREZ, ACTING CHIEF  
RADIOLOGIC HEALTH BRANCH

11/10/2011  
DATE



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All maps and some graphs and graphics in this report are intended for multi-color presentation, evaluation, and interpretation. Black and white printing and/or photocopying may lead to a misinterpretation of the data presented.



## EXECUTIVE SUMMARY

This report documents an investigation into elevated radiation levels reported in data collected February 1, 2011 by Shaw Environmental, a contractor to the Navy at Treasure Island (TI). It was stated that the survey data collected by Shaw was to be the basis for a site wide background radiation level. Staff at the Radiologic Health Branch (RHB) determined that the data more closely resembled an impacted area and should not be the basis for a site wide background radiation level. In order to substantiate the position of RHB, a survey of the elevated area within the 9<sup>th</sup> Street playground was undertaken. Soil samples were collected, and laboratory analysis of the soil indicated elevated levels of thorium and radium. RHB recommends the 9<sup>th</sup> Street playground area be classified as an impacted area to be characterized, remediated and a MARSSIM style final status survey be performed.



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## INTRODUCTION

The 9<sup>th</sup> Street playground on Treasure Island is within the Site 12 boundary. Documentation provided by Shaw Environmental, contractor to the Navy, indicated that data was collected within the boundaries of the playground to be used in establishing a site-wide background level. This background level would then be used as a point of comparison for the radiological surveys conducted on Treasure Island. A review of the supplied documentation indicates an area within the playground has elevated gamma measurements. RAU staff investigated the area of elevated measurements. The results of the investigation are the subject of this report.

## SURVEY PURPOSE

This survey investigates Shaw's assumption regarding the use of the 9<sup>th</sup> Street playground survey data to establish the site background radiation level to be used for all radiation surveys during the Treasure Island decontamination and decommission work performed by Shaw. The survey area is the within the playground near the corner of 9<sup>th</sup> Street and B Avenue in the North West portion of Treasure Island, San Francisco, California as indicated in the detail for Figure 1. The focus will be on the locations shown in red in Figure 3 (See Appendix A: Shaw Mapping.)

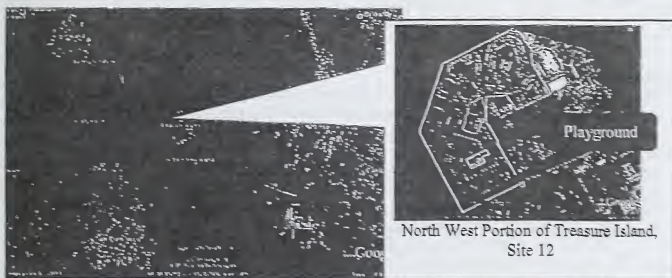


Figure 1 Treasure Island in San Francisco Bay



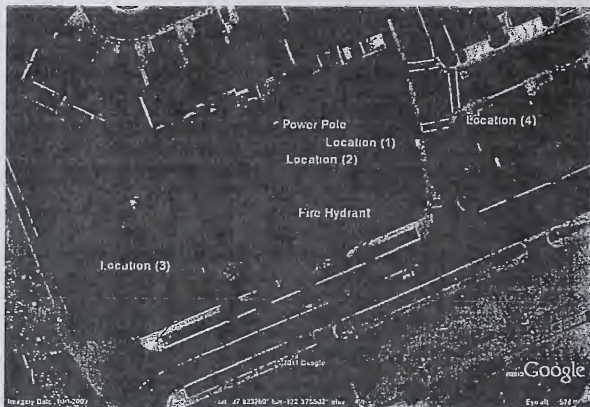


Figure 2 Aerial view of the 9th Street Playground

#### SURVEY METHOD

The playground area shown in Appendix A, Figure 3 to be elevated (red area) was scanned with a sodium iodide detector sensitive to gamma photons (a Ludlum model 44-10 2"x2" NaI) connected to a scalar/rate meter (Ludlum 2221) to isolate the elevated areas for further investigation. Static measurements were taken at multiple locations to quantify the gamma count rate at the surface of the elevated area. A gamma spectral measurement was taken with a high purity germanium detector (Canberra Falcon 5000) to identify the isotope(s) responsible for the elevated measurements. Soil samples were collected for laboratory analysis at increasing depths to obtain a depth profile of the contamination.

#### SURVEY WORK

On July 13, RAU staff began the survey of the playground at the corner of 9<sup>th</sup> street and B Avenue. The survey instruments were checked for operability and background levels were established in the grassy area across "B" Avenue, Figure 2 Location (4), from the playground prior to beginning the survey. The area of concern at the playground was known prior to arriving at the site from the data supplied by Shaw. See Figure 3 showing Shaw's data with elevated areas in red. The highest measured point, Figure 2 Location (1), was approximately 45 feet west of the power pole and 70 feet north of the fire hydrant. The surface contact measurement using the 2"x2" NaI was 12,317 counts per minute, approximately twice the measurement at Figure 2



Location (4). A soil sampling auger was used to collect samples from the elevated location at 0-6 inches, 6-12 inches and 12-18 inches below grade. The 2x2 NaI probe wrapped in plastic was placed in the sampling hole to measure the count rate at the depths the collected soil samples. A secondary sampling location, Figure 2 Location (3), was selected in an area of lower radiation levels. A sample of the top 6 inches was collected from this location and a down-hole measurement was made.

#### SURVEY RESULTS

The laboratory analysis results of the four soil samples are included in Appendix B. From the down-hole measurements there appears to be a layer of material in the top 12 inches of soil that causes the elevated measurements. From the laboratory analysis the isotopes primarily responsible for the elevated measurements are thorium and radium. See Appendix B: Soil Sample Laboratory Results. This finding agrees with the gamma spectra collected at the time of soil sample collection.

Table 1 Gross Gamma Count (cpm) with 2"x2" NaI at Soil Sample Locations

Location Description	Measurement	Units	Analysis Number
Location (1) Elevated Radiation Area			
Surface	12317	cpm	
at 0-6 inches	20830	cpm	R92437
at 6-12 inches	20683	cpm	R92438
at 12-18 inches	12666	cpm	R92439
Location (2) Elevated Radiation Area			
Surface	10109	cpm	
Location (3) Lower Radiation Area			
Surface	5177	cpm	
at 0-6 inches	8294	cpm	R92440
Location (4) Background Area			
Surface	6750	cpm	

Three gamma spectra were collected using a Canberra Falcon 5000 high purity germanium detector. The first at the location of the elevated soil sample, Figure 2 Location (1), the second at a location within 30 feet west of the first, Figure 2 Location (2) and the third collected from the location used to establish the instrument backgrounds for the day, Figure 2 Location (4). The spectra with identified peaks are included in this report for qualitative identification only. See Appendix C: Gamma Spectra.

Table 2 Laboratory Analysis Results for Thorium and Radium

Laboratory Analysis		Ra-226 (Bi-214, 609 keV)		Th-228 (Tl-208, 683keV)		Th-232/Ra-228 (Ac-228, 911 keV)		U-238 (Th-234, 63keV)	
Sample ID	Analysis Number	result pCi/g	CE pCi/g	result pCi/g	CE pCi/g	result pCi/g	CE pCi/g	result pCi/g	CE pCi/g
1	92437	1.36	0.0375	3.06	0.0721	3.57	0.0786	3.38	0.342
2	92438	0.8	0.0239	1.57	0.0431	1.82	0.0454	1.86	0.227
3	92439	0.413	0.016	0.553	0.0199	0.67	0.0234	0.521	0.0949
4	92440	0.305	0.0142	0.345	0.159	0.425	0.0228	0.758	0.148

#### SURVEY CONCLUSIONS

Elevated thorium and radium were found in the 9<sup>th</sup> Street playground soils. This indicates the area has been impacted by radiological materials from an unknown source(s). It is recommended that the site be remediated and the area be resurveyed using a MARSSIM style final status survey. The area should not be used for determining the site-wide background levels.



APPENDIX A: SHAW MAPPING OF THE 9<sup>TH</sup> STREET PLAYGROUND

Background Gamma Walkover Survey  
Measurements Collected at 9th Ave Playground

Survey #: \_\_\_\_\_  
Page \_\_\_\_ of \_\_\_\_

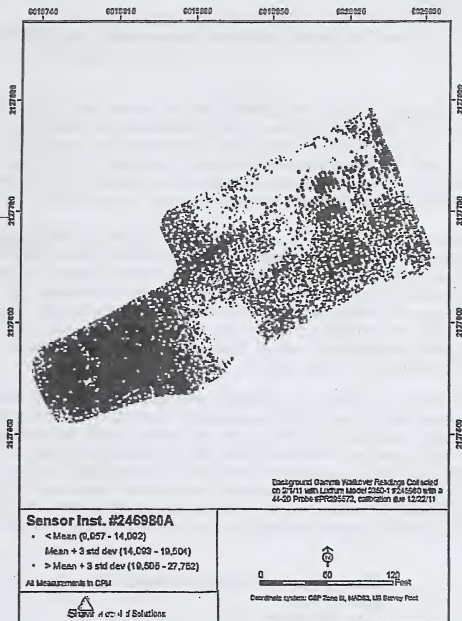


Figure 3 Shaw Mapping of the 9th Street Playground



UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
REGION I  
475 ALLENDALE ROAD  
KING OF PRUSSIA, PENNSYLVANIA 19406-1415

January 19, 2012

Mr. Tony Gantner  
235 Chestnut Street  
San Francisco, CA 94133

Subject: Concerns You Raised to the NRC Regarding Treasure Island Naval Station

Dear Mr. Gantner:

The NRC Region I Office received your two electronic messages sent to the NRC Allegation website on November 14, 2011, your additional electronic messages on November 16 and 30, 2011, and another electronic message forwarding your letter dated December 21, 2011, regarding Treasure Island Naval Station in San Francisco, California. You expressed concerns regarding the cleanup of radioactive material at the site, lack of surveys, and contractor improprieties. Enclosure 1 to this letter restates your concerns, as we understood them.

You sent your concerns to the NRC based on your understanding that the NRC has jurisdiction over radium-226 (Ra-226), and you questioned if the NRC has been made aware of the lack of proper site radiological characterization at the Treasure Island Naval Station. You also stated that prior NRC licenses at Treasure Island authorized large quantities of cesium-137 (Cs-137) and that the lack of proper site characterization could be masking the presence of Cs-137 contamination at the site. You indicated that you were concerned that the NRC has failed to notify potentially-impacted residents of Treasure Island about Ra-226 contamination at Site 31, and you requested that we do so "without delay."

Although the Atomic Energy Act of 1954, as amended, and the Energy Policy Act of 2005 give the NRC jurisdiction over Cs-137 and Ra-226, respectively, the NRC is currently in the process of clarifying its regulatory approach for those discrete sources of Ra-226 under military control that are subject to NRC regulation. Additionally, remediation activities at military sites, such as the Treasure Island Naval Station, are generally conducted by the pertinent military department under the statutory provisions of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Therefore, we have referred your concerns about the Treasure Island Naval Station, delineated below, to the Office of the Naval Inspector General at the following address:

Office of the Naval Inspector General  
Building 172  
1254 Ninth Street, S.E.  
Washington Navy Yard, DC 20374-5006  
Hotline Telephone: 1-800-522-3451

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Tony Gantner

2

Thank you for informing us of your concerns. We believe that our action has been responsive. Concerns provided by the public are an important source of information in support of the NRC's safety mission, and as such, we will continue to take our safety responsibility to the public seriously within the bounds of our lawful authority. If, however, you can provide new information, or the NRC receives additional information from another source that suggests that our conclusion should be altered, we will evaluate that information to determine whether further action is warranted.

Should you have any additional questions or if the NRC can be of further assistance in this matter, please call me toll-free at 1-800-432-1156, extension 5022 or contact me in writing at USNRC Region I, 475 Allendale Road, King of Prussia, PA 19406.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mr S Ferdas", with a long horizontal stroke extending to the right.

Marc S. Ferdas, Chief  
Decommissioning Branch  
Division of Nuclear Materials Safety

Enclosure: As stated

## **ENCLOSURE 1**

### **Concern 1:**

You asserted that the Final Environmental Impact Report (EIR) for the Treasure Island/Yerba Buena Island Redevelopment Project, presented to and approved by the Board of Supervisors, "deliberately minimized areas impacted with radionuclides." You stated that this document apparently characterized the site as having contamination "isolated to a small portion of Site 12 and Building 233" and does not include areas 30, 31, and 33, where contamination has been found. The submitted EIR supports a Finding of Suitability to Transfer (FOST), which has been disputed by the California Department of Public Health.

### **Concern 2:**

You asserted that the contractor at Treasure Island, Shaw Environmental, has engaged in "highly questionable remediation activities," including lack of proper data about test trenches and backfilled areas, waste shipments, waste profiles, holding spots, waste receiving facilities, high-level waste, and site characterization. As evidence, you offer the fact that Shaw Environmental has been issued numerous violations by the State of California and has been asked to change many of its radiological practices.

### **Concern 3:**

You asserted that there was a lack of evidence that only short-lived radionuclides were used at a training mock-up of a ship, the USS Pandemonium, or that the two locations, where the ship was located, were properly surveyed.

### **Concern 4:**

You asserted that the movement of soil at Treasure Island has led to the spread of contamination to non-impacted areas of Treasure Island and Yerba Buena Island and that consequently the Bay Bridge on/off ramps and the historical properties on Yerba Buena Island should be surveyed for radioactivity.

### **Concern 5:**

You questioned the ongoing groundwater monitoring at Treasure Island since radium-226 has been found in wells in parts of Site 12.

### **Concern 6:**

You asserted that there were ongoing problems with decommissioning at Treasure Island with regard to concerns that the site has not been properly characterized, decommissioned, or released.

## ENCLOSURE 1

### Concern 7:

You asserted that the 2006 Treasure Island Historical Radiological Assessment (HRA) was inaccurate in that it indicated that there were no radiologically impacted sites at Treasure Island and that it was not updated when radioactive contamination and discrete radioactive sources were found. You stated that this HRA was found to be "flawed" by California, and that contractor work plans were based on this inaccurate document.

### Concern 8:

You asserted that there were problems with Site 31 as follows: the potential radiological impact of Site 31 has been ignored; dirt excavated from within the fenced area of the site was significantly contaminated with radionuclides, in particular radium-226; no radiological controls were in place during past fieldwork in Site 31; and the wind may have distributed contamination to an adjacent Child Development Center and a Boys and Girls Club, and to residents of Treasure Island in general.

### Concern 9:

You asserted that Treasure Island has not been properly characterized for possible radiological contamination. Previous NRC radioactive materials licenses issued for use at Treasure Island included quantities of cesium-137. The presence of this isotope has not been addressed at Treasure Island.

### Concern 10:

You asserted that radium buttons were distributed to thousands of attendees of the 1939 World's Fair and that those buttons may be the source of some of the radium found at the site.

### Concern 11:

You asserted that the Navy has failed to timely follow through on surveys, screening, and sampling of known debris disposal areas such as Site 31.

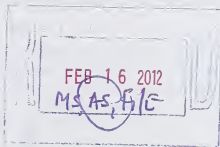








inspiring people to protect  
Bay Area birds since 1917



February 14, 2012

Treasure Island Development Authority  
Attn: Ms. Miriam Saez, Director of Island Operations  
410 Avenue of Palms, Building 1  
Treasure Island  
San Francisco, California 94130

Dear Ms. Saez:

Thank you for granting permission for Golden Gate Audubon Society to count birds on your property as part of its 71<sup>st</sup> annual Oakland Christmas Bird Count, held on Sunday, December 18. We had a successful count, and the access you granted contributed to that success.

I am attaching an article from The Gull, our chapter's newsletter, a numerical summary of the count, and an historical summary of results from our "Treasure Island" area. Note that that area includes only the eastern portions of Treasure Island and Yerba Buena Island; more westerly portions of those islands are not within Oakland's count circle. Please contact the Count's co-compiler, Dave Quady, at 510-704-9353 if you have any questions.

We were pleased that Andrea Kissack and Nancy Warren, from KQED-FM's Quest science program, reported on the Oakland count. Their segment aired twice on January 2; you can listen to it at <<http://itunes.apple.com/us/podcast/kqed-science-radio/id214663465>>.

Thank you again for granting access. We will contact you in October to request access for our next count, to be held on Sunday, December 16, 2012, and hope you will again grant us access.

Sincerely yours,

Mark Wether  
Executive Director

Attachments: The Gull article, 2011 Oakland CBC Results, and Treasure Island historical results

GOLDEN GATE AUDUBON SOCIETY

2530 San Pablo Avenue, Suite G Berkeley, California 94702

phone 510.843.2222 fax 510.843.5351 web [www.goldengateaudubon.org](http://www.goldengateaudubon.org)

# Oakland CBC Sets Record Species Count

Unlike the year before, the weather was glorious when midnight Saturday gave way to Sunday, December 18, 2011, and Oakland's 71st Christmas Bird Count began. Before daylight, a hardy handful of enthusiastic owlers took advantage of the weather and detected more owls than on any count since 2001. The owlers' numbers swelled after dawn to 205 field observers, who blanketed Oakland's 15-mile-diameter count circle on land and on water, while another 15 folks counted birds around their feeders and yards.

By sunset, participants had found 183 species, more than on any previous Oakland count. One reason: Of our 163 "regular" species—those recorded at least eight of the last ten years—we missed only three: Red Knot, Short-billed Dowitcher, and Bonaparte's Gull. Another reason: We found four species new to the count, one of which, a Clay-colored Sparrow, was chosen as the count's best bird. Another, a Red-necked Phalarope at Bay Farm Island, was only the second phalarope ever recorded on the count. The non-native Eurasian Collared-Dove, already well established throughout California, made a splashy debut in three coast-side areas. A European Goldfinch found on private land completed the quartet. This non-native bird understandably puzzled its discoverer until he turned to the "Exotic Finches" page in "big Sibley."

Other notable species included Hammond's Flycatcher (Dunsmuir House, Oakland), Ross's Goose (Bay Farm Island, Alameda), Red-necked Grebe (North Boat), Common Gallinule (Oakland International Airport), two Wandering Tattlers (South Boat and Berkeley waterfront), House Wren (Berkeley), Nashville Warbler (Bay Farm Island), Black-throated Gray Warbler (Emeryville, present for at least its third winter), and Western Tanager (Bay Farm Island). All had been recorded no more than three times in the last 10 years. One big miss: Tufted Duck, which is rare anywhere on the West Coast but has been present on Lake Merritt most winters since 1994. A tuft-less male was seen the day before, but missed on count day.

However, birders found only 87,391 individual birds, 7 percent fewer than our recent 10-year average. And only once in the first 60 Oakland CBCs were fewer birds counted. Why so few birds? Perhaps the main short-term culprit was the mild, dry fall across much of western North America. Several other CBCs noted that waterfowl and other migratory species have apparently been slow to push south. But we shouldn't lose sight of the larger, long-term trends: declining bird populations overall and diminishing local habitat inexorably reduce the numbers of birds to be found.

Yard watchers often make important contributions, sometimes finding species that field observers miss. That was the case again: like last year, a yard watcher in Albany noted an *Amazona* sp. parrot, probably a Red-crowned Parrot.

KQED-FM's *Quest* radio program enabled the public to participate vicariously in Oakland's count. Andrea Kissack and Nancy Warren spent the day with Kevin McKereghan's Pt. Isabel team and with yard watcher Phila Rogers, and produced a segment that aired twice on January 2. You can relive their experience at <http://itunes.apple.com/us/podcast/kqed-s-quest-science-radio/id214663465>. Thanks to Phila and Kevin, and to others who contributed to this fine program.

Oakland's compilation dinners are always fun. Besides enjoying a fine meal,

diners have the satisfaction of sharing tales of their day in the field, the drama of hearing what others experienced, and the thrill of learning what unusual species were found within the count circle. This year's dinner also formally launched the newly published *Alameda County Breeding Bird Atlas*, and gave 120 diners an opportunity to join Golden Gate Audubon Executive Director Mark Welter in honoring the team that produced it.

Lisa Owens Viani, GGAS Development Director, ensured that the decorations, the food, and the atmosphere did justice to the occasion: She was ably assisted by Elinor Blake, Marjorie Blackwell, Jan Collins, Janet Mandelstam, Fari Pour Ansari, Jacqui Smalley, Helen Vandeman, and Linda Wrexall. Thanks to them all.

Our tasks as compilers benefited from Stephanie Strait's support in many areas, the generosity of the skippers of our two boats, and especially the efforts of our 29 indefatigable area leaders. We thank them, and the rest of the 220 CBC participants (plus anyone we inadvertently overlooked), for another successful count.

Oakland's 72nd CBC will take place on Sunday, December 16, 2012. We hope for fair weather, good birds, and your participation—no matter your age or your birding ability, we hope you'll join the count. See you then!

—Dave Quady and Bob Lewis, compilers



A Hammond's Flycatcher at Dunsmuir House was only the second of its species ever found on an Oakland CBC.



One of two Wandering Tattlers seen on CBC day was observed from the South Boat on a breakwater in Alameda.

Patricia Bascchetti

Glen Tapke

Seq	No	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530	540	550	560	570	580	590	600	610	620	630	640	650	660	670	680	690	700	710	720	730	740	750	760	770	780	790	800	810	820	830	840	850	860	870	880	890	900	910	920	930	940	950	960	970	980	990	1000	1010	1020	1030	1040	1050	1060	1070	1080	1090	1100	1110	1120	1130	1140	1150	1160	1170	1180	1190	1200	1210	1220	1230	1240	1250	1260	1270	1280	1290	1300	1310	1320	1330	1340	1350	1360	1370	1380	1390	1400	1410	1420	1430	1440	1450	1460	1470	1480	1490	1500	1510	1520	1530	1540	1550	1560	1570	1580	1590	1600	1610	1620	1630	1640	1650	1660	1670	1680	1690	1700	1710	1720	1730	1740	1750	1760	1770	1780	1790	1800	1810	1820	1830	1840	1850	1860	1870	1880	1890	1900	1910	1920	1930	1940	1950	1960	1970	1980	1990	2000	2010	2020	2030	2040	2050	2060	2070	2080	2090	2100	2110	2120	2130	2140	2150	2160	2170	2180	2190	2200	2210	2220	2230	2240	2250	2260	2270	2280	2290	2300	2310	2320	2330	2340	2350	2360	2370	2380	2390	2400	2410	2420	2430	2440	2450	2460	2470	2480	2490	2500	2510	2520	2530	2540	2550	2560	2570	2580	2590	2600	2610	2620	2630	2640	2650	2660	2670	2680	2690	2700	2710	2720	2730	2740	2750	2760	2770	2780	2790	2800	2810	2820	2830	2840	2850	2860	2870	2880	2890	2900	2910	2920	2930	2940	2950	2960	2970	2980	2990	3000	3010	3020	3030	3040	3050	3060	3070	3080	3090	3100	3110	3120	3130	3140	3150	3160	3170	3180	3190	3200	3210	3220	3230	3240	3250	3260	3270	3280	3290	3300	3310	3320	3330	3340	3350	3360	3370	3380	3390	3400	3410	3420	3430	3440	3450	3460	3470	3480	3490	3500	3510	3520	3530	3540	3550	3560	3570	3580	3590	3600	3610	3620	3630	3640	3650	3660	3670	3680	3690	3700	3710	3720	3730	3740	3750	3760	3770	3780	3790	3800	3810	3820	3830	3840	3850	3860	3870	3880	3890	3900	3910	3920	3930	3940	3950	3960	3970	3980	3990	4000	4010	4020	4030	4040	4050	4060	4070	4080	4090	4100	4110	4120	4130	4140	4150	4160	4170	4180	4190	4200	4210	4220	4230	4240	4250	4260	4270	4280	4290	4300	4310	4320	4330	4340	4350	4360	4370	4380	4390	4400	4410	4420	4430	4440	4450	4460	4470	4480	4490	4500	4510	4520	4530	4540	4550	4560	4570	4580	4590	4600	4610	4620	4630	4640	4650	4660	4670	4680	4690	4700	4710	4720	4730	4740	4750	4760	4770	4780	4790	4800	4810	4820	4830	4840	4850	4860	4870	4880	4890	4900	4910	4920	4930	4940	4950	4960	4970	4980	4990	5000	5010	5020	5030	5040	5050	5060	5070	5080	5090	5100	5110	5120	5130	5140	5150	5160	5170	5180	5190	5200	5210	5220	5230	5240	5250	5260	5270	5280	5290	5300	5310	5320	5330	5340	5350	5360	5370	5380	5390	5400	5410	5420	5430	5440	5450	5460	5470	5480	5490	5500	5510	5520	5530	5540	5550	5560	5570	5580	5590	5600	5610	5620	5630	5640	5650	5660	5670	5680	5690	5700	5710	5720	5730	5740	5750	5760	5770	5780	5790	5800	5810	5820	5830	5840	5850	5860	5870	5880	5890	5900	5910	5920	5930	5940	5950	5960	5970	5980	5990	6000	6010	6020	6030	6040	6050	6060	6070	6080	6090	6100	6110	6120	6130	6140	6150	6160	6170	6180	6190	6200	6210	6220	6230	6240	6250	6260	6270	6280	6290	6300	6310	6320	6330	6340	6350	6360	6370	6380	6390	6400	6410	6420	6430	6440	6450	6460	6470	6480	6490	6500	6510	6520	6530	6540	6550	6560	6570	6580	6590	6600	6610	6620	6630	6640	6650	6660	6670	6680	6690	6700	6710	6720	6730	6740	6750	6760	6770	6780	6790	6800	6810	6820	6830	6840	6850	6860	6870	6880	6890	6900	6910	6920	6930	6940	6950	6960	6970	6980	6990	7000	7010	7020	7030	7040	7050	7060	7070	7080	7090	7100	7110	7120	7130	7140	7150	7160	7170	7180	7190	7200	7210	7220	7230	7240	7250	7260	7270	7280	7290	7300	7310	7320	7330	7340	7350	7360	7370	7380	7390	7400	7410	7420	7430	7440	7450	7460	7470	7480	7490	7500	7510	7520	7530	7540	7550	7560	7570	7580	7590	7600	7610	7620	7630	7640	7650	7660	7670	7680	7690	7700	7710	7720	7730	7740	7750	7760	7770	7780	7790	7800	7810	7820	7830	7840	7850	7860	7870	7880	7890	7900	7910	7920	7930	7940	7950	7960	7970	7980	7990	8000	8010	8020	8030	8040	8050	8060	8070	8080	8090	8100	8110	8120	8130	8140	8150	8160	8170	8180	8190	8200	8210	8220	8230	8240	8250	8260	8270	8280	8290	8300	8310	8320	8330	8340	8350	8360	8370	8380	8390	8400	8410	8420	8430	8440	8450	8460	8470	8480	8490	8500	8510	8520	8530	8540	8550	8560	8570	8580	8590	8600	8610	8620	8630	8640	8650	8660	8670	8680	8690	8700	8710	8720	8730	8740	8750	8760	8770	8780	8790	8800	8810	8820	8830	8840	8850	8860	8870	8880	8890	8900	8910	8920	8930	8940	8950	8960	8970	8980	8990	9000	9010	9020	9030	9040	9050	9060	9070	9080	9090	9100	9110	9120	9130	9140	9150	9160	9170	9180	9190	9200	9210	9220	9230	9240	9250	9260	9270	9280	9290	9300	9310	9320	9330	9340	9350	9360	9370	9380	9390	9400	9410	9420	9430	9440	9450	9460	9470	9480	9490	9500	9510	9520	9530	9540	9550	9560	9570	9580	9590	9600	9610	9620	9630	9640	9650	9660	9670	9680	9690	9700	9710	9720	9730	9740	9750	9760	9770	9780	9790	9800	9810	9820	9830	9840	9850	9860	9870	9880	9890	9900	9910	9920	9930	9940	9950	9960	9970	9980	9990	10000
Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						

Year	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	H	Yrs	Name	10Yrs
540	308	340	21	2	15	39	12	1	5					2	3	5	2	25	1	3	1	6	12	3	4	2		2	30	10	10Yrs	10Yrs
377.1	355																												30	10	10Yrs	10Yrs
423	380																												30	10	10Yrs	10Yrs
435	404																												30	10	10Yrs	10Yrs
459	430																												30	10	10Yrs	10Yrs
527	500																												30	10	10Yrs	10Yrs
543	510																												30	10	10Yrs	10Yrs
546.5	520																												30	10	10Yrs	10Yrs
574	530																												30	10	10Yrs	10Yrs
614	600																												30	10	10Yrs	10Yrs
635	6210																												30	10	10Yrs	10Yrs
640	6260																												30	10	10Yrs	10Yrs
652	6440																												30	10	10Yrs	10Yrs
672	6550																												30	10	10Yrs	10Yrs
678	6590																												30	10	10Yrs	10Yrs
690	6700																												30	10	10Yrs	10Yrs
698	6790																												30	10	10Yrs	10Yrs
738	7590																												30	10	10Yrs	10Yrs
742	7690																												30	10	10Yrs	10Yrs
744	7100																												30	10	10Yrs	10Yrs
765	7210																												30	10	10Yrs	10Yrs
783.5	7590																												30	10	10Yrs	10Yrs
789.6	7660																												30	10	10Yrs	10Yrs
790	7970																												30	10	10Yrs	10Yrs
802	7990																												30	10	10Yrs	10Yrs
842	8170																												30	10	10Yrs	10Yrs
845	8200																												30	10	10Yrs	10Yrs
872.6	8515																												30	10	10Yrs	10Yrs
873	8330																												30	10	10Yrs	10Yrs
874	8400																												30	10	10Yrs	10Yrs
879	8590																												30	10	10Yrs	10Yrs
880	8600																												30	10	10Yrs	10Yrs
881	8650																												30	10	10Yrs	10Yrs
912	8930																												30	10	10Yrs	10Yrs
916	8970																												30	10	10Yrs	10Yrs
945	9290																												30	10	10Yrs	10Yrs
945	9290																												30	10	10Yrs	10Yrs
954	9370																												30	10	10Yrs	10Yrs
959	9490																												30	10	10Yrs	10Yrs
1000	9500																												30	10	10Yrs	10Yrs
1001	9510																												30	10	10Yrs	10Yrs
1010	9560																												30	10	10Yrs	10Yrs



**Final Results**  
**Oakland, California Christmas Bird Count**  
**December 18, 2011**

4 Greater White-fronted Goose	40 Black Oystercatcher	165 Bewick's Wren
2 Snow Goose	135 Black-necked Stilt	1 House Wren
1 Ross's Goose	730 American Avocet	16 Pacific Wren
9 Cackling Goose	27 Spotted Sandpiper	5 Marsh Wren
215 Canada Goose	2 Wandering Tattler	27 Golden-crowned Kinglet
35 Wood Duck	78 Greater Yellowlegs	879 Ruby-crowned Kinglet
168 Gadwall	1287 Willet	173 Western Bluebird
1 Eurasian Wigeon	1 Lesser Yellowlegs	315 Hermit Thrush
450 American Wigeon	37 Whimbrel	1304 American Robin
1137 Mallard	106 Long-billed Curlew	258 Varied Thrush
1 Blue-winged Teal	751 Marbled Godwit	142 Wrenit
15 Cinnamon Teal	1 Ruddy Turnstone	35 Northern Mockingbird
698 Northern Shoveler	117 Black Turnstone	34 California Thrasher
115 Northern Pintail	1 Surf-bird	1661 European Starling
232 Green-winged Teal (American)	158 Sanderling	23 American Pipit
122 Canvasback	5628 Western Sandpiper	742 Cedar Waxwing
1 Redhead	1138 Least Sandpiper	15 Orange-crowned Warbler
59 Ring-necked Duck	4977 Dunlin	1 Nashville Warbler
CW Tufted Duck	1565 peep, sp	8 Yellow-rumped (Myrtle) Warbler
3435 Greater Scaup	14 Long-billed Dowitcher	154 Yellow-rumped (Audubon's) Warbler
232 Lesser Scaup	671 dowitcher, sp	2795 Yellow-rumped Warbler
3320 scaup, sp	29 Wilson's Snipe	1 Black-throated Gray Warbler
2188 Surf Scoter	1 Red-necked Phalarope	247 Townsend's Warbler
2 White-winged Scoter	1 Heermann's Gull	1 Hermit Warbler
2438 Buffhead	928 Mew Gull	111 Common Yellowthroat
430 Common Goldeneye	1464 Ring-billed Gull	1 Western Tanager
10 Barrow's Goldeneye	1709 Western Gull	477 Spotted Towhee
73 Hooded Merganser	74 Western x Glaucous-winged Gull	880 California Towhee
13 Common Merganser	1363 California Gull	4 Rufous-crowned Sparrow
11 Red-breasted Merganser	27 Herring Gull	1 Clay-colored Sparrow
369 Ruddy Duck	1 Glaucous-winged x Herring Gull	1 Spizella, sp
1 duck, sp	2 Thayer's Gull	71 Savannah Sparrow
135 Wild Turkey	283 Glaucous-winged Gull	250 Fox Sparrow ("Sooty" form)
34 California Quail	471 gull, sp	403 Song Sparrow
21 Red-throated Loon	212 Forster's Tern	47 Lincoln's Sparrow
9 Pacific Loon	2090 Rock Pigeon	7 White-throated Sparrow
41 Common Loon	252 Band-tailed Pigeon	1817 White-crowned Sparrow
6 loon, sp	12 Eurasian Collared-Dove	1220 Golden-crowned Sparrow
190 Pied-billed Grebe	496 Mourning Dove	22 sparrow, sp
224 Horned Grebe	1 Amazona, sp	1 Dark-eyed (State-colored) Junco
1 Red-necked Grebe	1 Barn Owl	1118 Dark-eyed (Oregon) Junco
173 Eared Grebe	12 Western Screech-Owl	758 Dark-eyed Junco
636 Western Grebe	52 Great Horned Owl	1235 Red-winged Blackbird
155 Clark's Grebe	9 Burrowing Owl	7 Tricolored Blackbird
206 Aechmophorus, sp	10 Northern Saw-whet Owl	337 Western Meadowlark
16 American White Pelican	93 White-throated Swift	456 Brewer's Blackbird
185 Brown Pelican	701 Anna's Hummingbird	35 Brown-headed Cowbird
38 Brandt's Cormorant	24 Belted Kingfisher	29 Purple Finch
552 Double-crested Cormorant	75 Acorn Woodpecker	1285 House Finch
21 Pelagic Cormorant	17 Red-breasted Sapsucker	203 Pine Siskin
5 cormorant, sp	1 Sphyrapicus sp hybrid	436 Lesser Goldfinch
58 Great Blue Heron (blue morph)	127 Nuttall's Woodpecker	173 American Goldfinch
63 Great Egret	39 Downy Woodpecker	1 European Goldfinch
121 Snowy Egret	43 Hairy Woodpecker	230 House Sparrow
6 Green Heron	1 Northern (Yellow-shafted) Flicker	
88 Black-crowned Night-Heron	117 Northern (Red-shafted) Flicker	87391 Individuals
166 Turkey Vulture	CW Northern (Red-sh. x Yel-sh.) Flicker	183 Species (185, including Count Week birds)
8 Osprey	119 Northern Flicker	6 Additional Form Entries
21 White-tailed Kite	4 woodpecker, sp	3 Hybrids
2 Northern Harrier	1 Hammond's Flycatcher	205 Observers in the field
17 Sharp-shinned Hawk	285 Black Phoebe	15 Observers at feeders
28 Cooper's Hawk	9 Say's Phoebe	50-61 Paries
8 Accipiter, sp	1 Loggerhead Shrike	328.5 Hours on foot
44 Red-shouldered Hawk	88 Hutton's Vireo	39.75 Hours by car
151 Red-tailed Hawk	539 Steller's Jay	9.75 Hours by boat
CW Golden Eagle	750 Western Scrub-Jay	1 Hours by canoe
CW adult	1152 American Crow	2.75 Hours by golf cart
34 American Kestrel	193 Common Raven	381.75 Total Party Miles
11 Merlin	10 Tree Swallow	206.8 Miles on foot
8 Peregrine Falcon	1 swallow, sp	310.3 Miles by car
7 Clapper Rail	1367 Chestnut-backed Chickadee	35 Miles by boat
9 Virginia Rail	261 Oak Titmouse	1 Miles by canoe
4 Sora	1502 Bush-tit	6 Miles by golf cart
1 Common Gallinule	126 Red-breasted Nuthatch	559.1 Total Party Miles
519 American Owl	35 White-breasted Nuthatch	43.5 Feeder Hours
1264 Black-bellied Plover	156 Pygmy Nuthatch	16.8 Owling Hours
153 Semipalmated Plover	102 Brown Creeper	31.45 Owling Miles
381 Killdeer		0700 Starting Time
		1800 Ending Time

CW = species recorded during Count Week, but not on Count Day

Bird entries that are not included in the species total are indented and *italicized*.

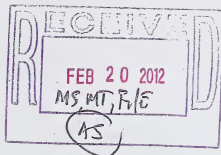
Unusual species are boldfaced - number and name.

Boldfaced numbers indicate high counts since 1974; underscored numbers and names indicate low counts.



20 February 2012

Treasure Island Development Authority  
One Avenue of the Palms, Second Floor  
Treasure Island  
San Francisco, CA 94130



Dear Treasure Island Development Authority:

**RE: CURRENT "EYE SORE" AND FUTURE POTENTIAL**

Recently I visited Treasure Island with my girlfriend. We've been speaking about moving into a place together and thought about Treasure Island. Both of us had never really visited the island before and thought how interesting the location is to call it "home." Boy, were we ever disappointed! The former military housing is dilapidated, streets need re-paving and trash littered some areas. I was appalled that the United States Navy would endow such a horrible disgrace upon residents of San Francisco! San Francisco is known throughout the world as a picturesque haven.

I fully support the re-development of Treasure Island to match the awesome beauty of San Francisco as a whole and employ you to do what you can to have Treasure Island live up to its namesake. I certainly hope the United States Navy can assist you in these areas considering it was their action of deserting the island and leaving us with their ruins. How can I as a resident of the area help?

I read so much about our country needing to upgrade and re-build old aging areas. I hope Treasure Island is near the top of the list considering from an economic development and recruiting perspective, considering San Francisco is fast becoming globally renowned, how disappointing is it for a company to consider either relocation or expansion to San Francisco and they happen to drive to Treasure Island. I do not believe their first impression would be a good one.

**Does the United States Navy have any shared responsibility in helping us re-vitalize Treasure Island?**

I hope one day not too far in the distant future to be able to call Treasure Island home.

With Kindest Regards,

*Frederick A. Van Den Abbeel*

Frederick A. Van Den Abbeel  
2997 Santos Lane, Apartment 301  
Walnut Creek, CA. 94597-7577  
Home: 925.956.1762  
Email: [fvda@gmx.us](mailto:fvda@gmx.us)

Copy To:

Mr. Tom Ammiano, California Assembly Member  
San Francisco Center for Economic Development





NAVAL STATION TREASURE ISLAND  
ENVIRONMENTAL RESTORATION ADVISORY BOARD MEETING

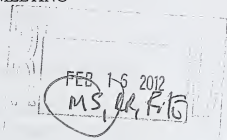
Tuesday, 21 February 2012

7:00 PM.

Casa de la Vista Building 271

Treasure Island

MEETING NO. 158



- 7:00 – 7:05    **Welcome Remarks and Introductions**  
Lead: James Sullivan, Navy Co-Chair
- 7:05 – 7:10    **Public Comment and Announcements**  
Lead: James Sullivan, Navy Co-Chair
- 7:10 – 7:15    **Treasure Island/Yerba Buena Island Property Transfer Update**  
Lead: James Sullivan, Navy Co-Chair
- 7:15 – 7:30    **Field Activities and Access Update (Sites 12, 21, 24, 31, 33, and Buildings 233 and 262)**  
Lead: Brian Holmgren, Shaw E & I
- 7:30 – 7:40    **Site 21 Draft Record of Decision**  
Lead: Danielle Janda, Navy Remedial Project Manager
- 7:40 – 7:50    **UST 240 Draft Corrective Action Work Plan**  
Lead: Tony Konzen, Navy Project Manager and Phil Skorge, ERRC
- 7:50 – 8:15    **Co-Chair Announcements**  
Lead: Alice Pilram, Community Co-Chair  
- Navy presentation and discussion of future RAB Meeting Schedule
- 8:15 – 8:20    **Upcoming Documents and Field Schedule**  
Lead: Jessica Beck, Tetra Tech EMI
- 8:20 – 8:25    **RAB Meeting Minutes**  
Lead: James Sullivan, Navy Co-Chair
- 8:25 – 8:30    **BRAC Cleanup Team Update**  
Lead: James Sullivan, Navy Co-Chair
- 8:30 – 8:35    **Other Public Comment and Announcements**  
Lead: James Sullivan, Navy Co-Chair
- 8:35 – 8:40    **Future Meeting Agenda Items**  
Lead: Navy and Community Co-Chairs

8:40 Closing Remarks/End of Meeting  
Break/Informal Discussion for 30 minutes after the meeting  
*This is an opportunity to informally discuss issues*

Next Regular Meetings: To be scheduled

Next Treasure Island Citizen's Advisory Board (CAB): See the web site for latest dates and times for future meetings: <http://www.sfgov.org/treasureisland>

Next Interim RAB Community Member Conference Call: (To be scheduled)

7:00 pm.  
Call-In Number: 1- 866-822-0121  
Participant Code: 1122026

(Note: This same number will be used for future conference calls)

Navy BRAC Web Site: <http://www.bracpmo.navy.mil> (click on map for Treasure Island)

Navy San Diego Office Address:  
JAMES B. SULLIVAN  
BASE REALIGNMENT AND CLOSURE  
PROGRAM MANAGEMENT OFFICE WEST  
NAVAL FACILITIES ENGINEERING COMMAND  
1455 FRAZEE ROAD, SUITE 900  
SAN DIEGO, CA 92108-4310

james.b.sullivan2@navy.mil

**DRAFT MEETING MINUTES  
RESTORATION ADVISORY BOARD  
NAVAL STATION TREASURE ISLAND  
13 December 2011  
Meeting Number 157**

**Community Restoration Advisory Board (RAB) Members in attendance:**

Nathan Brennan, John Gee, Alice Pilram (Community Co-Chair), Dale Smith,  
Martha Walters

**Department of the Navy and Regulatory Agency RAB Members in attendance:**

James Sullivan (Navy), Remedios (Medi) Sunga (Department of Toxic  
Substances Control [DTSC]), Myriam Zech (San Francisco Bay Regional  
Water Quality Control Board [Water Board])

**Other Navy and Regulatory Staff and Consultant Representatives in  
attendance:**

John Baur (Shaw Environmental and Infrastructure, Inc. [Shaw])  
Jessica Beck (Tetra Tech EM Inc. [Tetra Tech])  
David Clark (Navy)  
Pete Coutts (Shaw)  
John Hamm (Shaw)  
Brian Holmgren (Shaw)  
Tommie Jean Valmassy (Tetra Tech)

**Public Guests**

Stephen Proud, Lennar

**Welcome Remarks and Introductions**

James Sullivan (Base Realignment and Closure [BRAC] Environmental  
Coordinator) opened the December RAB meeting for Former Naval Station  
Treasure Island (NAVSTA TI) held at the Casa de la Vista (Building 271) on  
Treasure Island (TI). Mr. Sullivan noted the meeting handouts are available on  
the back table, including copies of the agenda (Attachment A). He asked if there  
were any changes or additions to the agenda; there were none.

**Public Comment and Announcements**

Mr. Sullivan invited public comment, noting there is also time at the end of the  
meeting for additional public comment. He added that comments and questions  
during the course of the meeting were also welcome. There was no public  
comment at this time.

#### Treasure Island/Yerba Buena Island Property Transfer Update and Finding of Suitability to Transfer

Mr. Sullivan provided his regular RAB meeting update on the status of property transfer, including the Finding of Suitability to Transfer (FOST) status (Attachment B). He noted this is the same presentation that was given to the BRAC Cleanup Team (BCT) at its meeting 2 weeks prior to this RAB meeting. To date, there has been no transfer of property from the Navy to the Treasure Island Development Authority (TIDA). There have been transfers of land from the Navy to other governmental agencies in years past, including to the Department of Labor and the U.S. Coast Guard, and from the Federal Highway Administration to Caltrans. The Navy currently leases large portions of property to TIDA, which are subleased for residential and commercial uses. Ultimately, all of the property still owned by the Navy will be transferred to TIDA in different phases. Mr. Sullivan reviewed the major milestones the Navy has agreed to complete before the initial transfer of TI property to TIDA:

- Complete the Building 233 Radiological Final Status Survey (FSS) Report
- Complete the Site 21 Record of Decision (ROD)
- Conduct the Remedial Action at Site 33 and finalize the Remedial Action Completion Report (RACR)

Mr. Sullivan said that the Navy is also preparing a technical memorandum to augment the Historical Radiological Assessment (HRA) that was completed in 2006. The document will assess past and current radiological information and make recommendations. He said no schedule has been set for the document because the contract still needs to be awarded, but he expects contract award soon. Dale Smith (RAB member) asked if a radiological memorandum is standard, and if the Navy's Radiological Affairs Support Office (RASO) requires this document. Mr. Sullivan said there is no requirement for every base to prepare an HRA, and there is no requirement to prepare this supplemental technical memorandum.

Martha Walters (RAB member) said it might be helpful for the Navy to give some context about current radiological issues at NAVSTA TI. Mr. Sullivan said the technical memorandum is being prepared based on issues the Navy and its contractors have found during field work. The HRA noted there was the potential for radiological material in the Solid Waste Disposal Areas (SWDAs) at Site 12, although there was no evidence, and this was taken into account in preparing the field work plans for that site. When that field work began in the spring of 2007, the Navy took precautions to test for radiological contamination. Radiological commodities were found at Site 12 within the SWDAs during field work. Mr. Sullivan said this information raised a question about whether there

could be more information, other than the findings in the 2006 HRA, about why this material is in the SWDAs.

Mr. Sullivan added that the Navy's radiological work has been operating under a federal license for doing radiological work. He noted that when NAVSTA TI closed, there was a process of changing from strictly federal jurisdiction to concurrent state and federal jurisdiction. In 2010, the state determined that the California Department of Public Health (CDPH RHB Branch) needed to be involved in the cleanup program at NAVSTA TI, and that any radiological cleanup work being done needed to be conducted with a California radiological license. The Radiological Health Branch of CDPH became more involved in the cleanup, and it was determined some additional research beyond the 2006 HRA should be done. As a result, the Navy, along with DTSC and CDPH, agreed this technical memorandum should be prepared.

Ms. Smith asked if the technical memorandum will address Building 233, or if it is related only to Site 12. Mr. Sullivan said the technical memorandum will not address Building 233 because it is unlikely to identify anything that was not already covered by the current work plan for that building. However, the technical memorandum is not focused only on Site 12. It is intended to look at all of the information from the 2006 HRA, research and assess new information, and make recommendations that may go beyond the original HRA document. Mr. Sullivan said the Navy has agreed to complete the radiological technical memorandum before any land on TI is transferred to TIDA. He noted there are no outstanding radiological concerns on Yerba Buena Island (YBI), so any transfers of that land can move ahead. Mr. Sullivan added that the RAB will have the opportunity to review the draft radiological technical memorandum.

Medi Sunga (DTSC) asked for clarification on whether CDPH was involved during the development of the 2006 HRA. Mr. Sullivan explained to the RAB that there are two branches at CDPH that are involved at NAVSTA TI: the Environmental Management Branch (EMB), and the Radiological Health Branch (RHB). EMB was involved in 2006, but RHB was not. RHB is now involved.

Ms. Walters asked Ms. Sunga if she could speak from the perspective of the State of California about radiological issues at NAVSTA TI. Specifically Ms. Walters noted Notices of Violations (NOV) had been issued to the Navy's contractor Shaw with regard to radiological work. Ms. Sunga said she would not be able to give an overview of the NOV's as she works for DTSC, and collaborates closely with the EMB branch of CDPH. The NOV's were issued by the RHB branch of CDPH.

John Baur (Shaw) said he could clarify the NOV's. As part of the transition from federal jurisdiction to concurrent state and federal jurisdiction, Shaw had to go through a process to obtain a state radiological license. Shaw received several NOV's when the licensure changed to state jurisdiction. Mr. Baur noted those are all in the public record, and Shaw responded to them to the satisfaction of CDPH. Mr. Baur said Shaw has recently received its California radiological license.

Ms. Walters said she had spoken to a representative at CDPH, and her understanding is that they were concerned about the extent of possible radiological contamination at some specific sites, such as Sites 31 and 33, and at Building 233. Ms. Walters noted she was also told that Shaw has been very responsive to all of CDPH's concerns and requests. She asked if the technical memorandum will focus on TI or YBI, and whether it will focus more on the sites she just mentioned. Mr. Sullivan said the focus will be on TI. Based on discussions between the Navy and CDPH, any questions about YBI have been closed out, and the Navy is expecting a letter from CDPH to that effect.

Mr. Sullivan said the radiological technical memorandum will cover historical activities as well as field work procedures on TI since the HRA was completed in 2006. He added CDPH has responsibilities related to public health and safety, as well as movement of hazardous materials to landfills so that radiological materials do not go to a California landfill.

Ms. Walters asked how long it will take to complete the radiological technical memorandum once funding is in place. Mr. Sullivan said there is no schedule yet, but in general, the Navy plans to finalize it within a year - by the end of 2012. He added that there are other milestones the Navy is working to complete in 2012 for transfer, and the Navy does not anticipate that this radiological technical memorandum will become the last outstanding item.

Mr. Sullivan said the Navy is working toward a pre-closing conveyance to be completed sometime in January 2012. He explained this pre-closing conveyance is for land on YBI, specifically to support construction or improvements to the Bay Bridge on-off ramps. A milestone for the pre-closing conveyance is a letter from CDPH EMB to close out radiological issues on YBI.

Mr. Sullivan said the Navy had previously prepared two FOST documents in 2006, now referred to as FOST 1 (for TI property) and FOST 2 (for YBI property). The Navy began drafting FOST 3 in 2011, and the RAB members may have seen a draft version of that document. However, since a pre-closing conveyance is being done, all of the TI property was removed from FOST 3. It is now referred to as the revised FOST 3 and it contains only the YBI property.



Mr. Sullivan said the Navy is working with DTSC to prepare a Covenant to Restrict Use of Property (CRUP) (which is also sometimes referred to as a Land Use Control) that will go along with the deed for the land in the pre-closing conveyance. He said the primary restriction is in the historical officers' quarters area, where there is lead-based paint residue under the paved areas. He explained that, several years ago, the Navy removed soil from unpaved surfaces in the officers' quarters area to address lead contamination. Confirmation samples collected in the excavation sidewalls against the paved areas contained elevated concentrations of lead. Therefore, the CRUP will provide notification to a future property owner that a soil management plan would be needed for soil beneath the buildings if that paved material is ever removed.

The letter from CDPH clearing YBI of radiological issues, the revised FOST 3, and the CRUP are the three items the Navy needs to complete before the pre-closing conveyance.

Mr. Sullivan said there are currently no plans for early transfer. That is when property is transferred before Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) cleanup has been completed at a site. He noted the early transfer option could change in the future, but currently is not being discussed by the Navy and TIDA. Mr. Sullivan referred to the map on slide 5 of the attachment, which indicates the areas that will be included in the pre-closing conveyance. It includes everything needed for the bridge ramp and improvements to the main road. For that work, the California Department of Transportation (Caltrans) needs to relocate Officer Quarters 10 and its detached garage, which are historic buildings. Those buildings will be moved to an area at the base of Macalla Road and Treasure Island Road, in a semi-flat area where there are palm trees and stairs leading down to the beach. Ms. Smith asked if a fuel tank had been left in place in that area. Mr. Sullivan said this area is petroleum Site 26, and there had previously been aboveground storage tanks, but they were removed and the site was closed by the Water Board several years ago.

Mr. Sullivan said during this pre-closing conveyance the Navy will also transfer to TIDA the entire historic district on YBI. He said he does not know if some of that land will then go to Caltrans. Mr. Sullivan said any YBI property that has not already transferred, and is not part of the pre-closing conveyance, will likely go to TIDA in a second conveyance. Mr. Sullivan said he expects to have an update on the transfer progress at the next RAB meeting.

Ms. Smith said, in relation to the CRUP, she understands that DTSC has a contract with a company that monitors these restrictions. This company notifies DTSC if anyone tries to make plans that violate the CRUP. Ms. Sunga confirmed

that the statement is correct: if there is any proposed digging or well installation on the property, DTSC is notified.

#### Field Activities and Access Update

Mr. Sullivan introduced Brian Holmgren (Shaw) to present the field activities updates. Mr. Holmgren began with the update for Sites 21, 24, and 32 (Attachment C). He said that in October, Shaw conducted the third quarter of groundwater sampling at these three sites. He noted the same number of wells were sampled for each site, although it was not always the same wells that were sampled during the previous sampling event. The wells that are sampled each quarter are adjusted depending on the anticipated location of the plume. Mr. Holmgren said the fourth quarter of sampling will begin in January and end near the beginning of February. After the event is complete and the data is received, a report for all four quarters will be prepared. Ms. Walters asked if the results from the groundwater monitoring will have any bearing on soil gas sampling. Mr. Holmgren said soil gas sampling was conducted recently at Sites 21 and 24 and he confirmed the groundwater results may help determine future soil gas sampling. He said he will cover the soil gas sampling later in the presentation.

Mr. Holmgren gave an update on the two documents related to the Site 24 treatability study. The Phase 1 and 2 report was finalized, with responses to comments, on December 1. The Phase 3 work plan was finalized on November 2. The Phase 3 pre-construction field activities began in November, and major field activities such as drilling and well installation will begin the week of the current meeting. The Phase 3 system is expected to begin running in January after the wells are in place and ready to use. The purpose of the Phase 3 study is to address residual contamination along the southern boundary of Site 24.

Mr. Holmgren presented the soil gas sampling update for Sites 21 and 24. The work plan for the sampling was finalized on November 3 and field activities began November 7. Soil gas samples were collected from 26 wells at Site 21 and eight wells at Site 24. The sampling was completed on December 8. Shaw is awaiting laboratory results, which are expected in late December or early January. Depending on the results, Shaw may collect additional step-out samples at Site 21. He noted there are 11 proposed step-out sample locations for Site 21 if necessary.

Nathan Brennan (RAB member) said there are tables listing sample detection values in the treatability study report. Then, there is a map that shows the well locations, and in some instances lists the values for the samples at that well. However, it appears all of the values are not listed. The highest value listed on the table is not shown on the map, and there is one value listed on the map that Mr. Brennan cannot find on the table. Mr. Holmgren said there is so much data that it might not be possible to post every value on the map; however, the



highest level should at least be on the map, and a complete listing of all the data should be in the table. Mr. Holmgren and Mr. Baur said they will compare the map and the table and revise as necessary, and then will reissue that information.

Mr. Holmgren presented the update of Sites 31 and 33 (Attachment D). The draft work plan was issued and the regulatory agencies have provided comments. Shaw is addressing comments and expects to finalize the document and responses to comments around December 22. The plan is to resume field activities at Site 31 and begin field activity at Site 33 in the week of December 26. Ms. Walters asked if there were any significant comments on the work plan from the regulatory agencies. Mr. Holmgren said almost every agency receiving the document provided comments. However, there was nothing significant that cannot be addressed. Mr. Baur added that Shaw still has to discuss the comments with the Navy Remedial Project Manager for the sites, Lora Battaglia. Ms. Walters asked when the RAB will receive the final document with the responses to comments. Mr. Baur said the RAB and BCT will receive it near the end of December.

Mr. Sullivan explained the schedule is aggressive because Site 33 is one of the three closing conditions he identified during his transfer update, so it is driving the transfer schedule. A ROD was not prepared for Site 33; rather, it was combined with Site 31 using an Explanation of Significant Differences (ESD), which the RAB received.

Mr. Baur said the work plan for Sites 31 and 33 also includes plans to abate asbestos at torpedo Building 262. This project was presented at the last RAB meeting. Mr. Sullivan said that information is included in this work plan strictly for contractual purposes, and Building 262 is in no way related to Sites 31 and 33.

Mr. Holmgren gave the update for Building 233 (Attachment E). Shaw sent a data package to the State of California summarizing the radiological scanning results. The state approved that package pending Shaw submitting a formal technical memorandum to accompany the data package, and also conducting additional surveys of 5 percent of the stockpiled debris. The field work to conduct the additional scans is expected to occur within the next few weeks, and then a data summary package will be submitted.

The other document related to Building 233 is the work plan to address the footprint of the building now that it has been demolished. Shaw submitted the work plan on November 21 and has received regulatory agency comments. The comments are being addressed, and it will be resubmitted to the agencies for review. Ms. Smith said she did not recall receiving a copy of that document. Mr. Holmgren said she was on the distribution list, so he will confirm the report was sent to her, or will send her a copy.

Ms. Smith asked if any radiological debris from Building 233 has to be disposed of out of state now that the state has concurrent radiological jurisdiction. Mr. Sullivan said all of the material that was believed to be radiologically contaminated has already been moved off site and was managed through the Army, which handles radiological waste for all Department of Defense projects. The Army's contractor at NAVSTA TI is Environmental Management Services. The building debris that remains at former Building 233 is believed not to have any radiological contamination and the additional surveys will verify that belief. If it does not need to be disposed of as radiological waste, it does not have to go out of state for disposal. Mr. Sullivan noted that California does not have any landfills that accept radiological waste, so sending radiological waste out of state is not a change based on the concurrent jurisdiction.

Mr. Holmgren provided the update for Site 12 (Attachment F). He said there are two documents related to Site 12 that Shaw and the Navy are working on. The first is the Demolition Work Plan for the three buildings in SWDA A/B (Buildings 1123, 1319, and 1321). Shaw is incorporating Navy RASO comments, and the regulatory agencies and RAB will receive the draft document in January.

The second document is a Post-Construction Report summarizing an interim removal action conducted at Bayside Drive and North Point Drive. Shaw submitted an internal draft on October 18 for Navy RASO review. A date for regulatory agency and RAB review will be established once comments are received from Navy RASO. Mr. Sullivan said this document is key because of the work it summarizes. When the work at Westside Drive is complete, a similar post-construction report will be prepared for that work as well. The RAB has seen other post-construction summary reports, most recently one was prepared for Site 32.

Mr. Holmgren referred to slide 3 of the attachment, stating the work at Westside Drive is currently on hold pending demolition of three buildings on that street: Buildings 1123, 1319, and 1321. Mr. Sullivan said the buildings are being demolished because, based on previous investigations, the Navy knows there is contamination under the buildings. In addition, removing those buildings will give the Navy more room to work in that area. Ms. Smith said she recalls a report that said this area is at the end of what was once a runway and may have been where debris was dumped. She asked about the depth of the contamination in that area. Mr. Sullivan said once the buildings are demolished and the soil underneath is excavated, the Navy will know the depth of contamination. He said debris is usually within the first 4 feet below ground surface, which is what is expected. He added that the water table is shallow, so typically it is difficult to excavate to a depth greater than 4 feet at NAVSTA TI, and that is part of the reason debris is not usually found buried at greater depths.

Mr. Holmgren said, as stated before, Shaw received its California state radiological license. There is currently a transition period, with Philotechnics being in control of the daily health controls of the fence lines, but beginning Monday, December 19, Shaw will resume that work. Mr. Sullivan explained Philotechnics is a subcontractor that already had a state radiological license, so Shaw subcontracted to the company while it was working out the details of its own license.

Mr. Holmgren said the work plan for Bigelow Court is in the internal draft stage. After it is through Navy reviews and has been revised, it will go to the regulatory agencies for review. There is not yet a set schedule for the document, but he expects the schedule will be established before the next RAB meeting, and that field activities will take place later in 2012. Mr. Sullivan noted the work at Bigelow Court will be a time-critical removal action.

In summary for the field activities update, Mr. Holmgren said there has been no change to the access on Perimeter Road. The section near Westside Drive is still closed, but the rest of the perimeter path remains open.

#### **2011 Site Management Plan (SMP) Update and 2011 Look Back/2012 Look Ahead**

Mr. Sullivan introduced Dave Clark (Navy) to present the Look Back/Look Ahead topic, typically presented to the RAB once a year (Attachment G). Mr. Clark said this is his 2-year anniversary working on the NAVSTA TI project. He said his first step in starting on a new Naval installation is to review the SMP to understand the status of the program. NAVSTA TI is fairly far along in its overall cleanup program. He reviewed the status of the open CERCLA sites, noting many are near the end of the CERCLA process. There are two Remedial Investigations (RI) that remain to be done on NAVSTA TI: Site 6 and Site 12, and it is the Navy's goal to finalize both of them in 2012.

Mr. Clark reviewed the list of documents that were finalized in 2011 (listed on slide 3 of the attachment), noting there were numerous accomplishments this year. He also reviewed the draft documents from 2011, all of which are expected to be finalized in 2012. Mr. Clark reviewed the field activities that took place in 2011, and noted that 2011 was a year of planning more than conducting field activity. However, based on lessons learned, he expects the work that will begin in 2012, such as at Sites 31 and 33, will run even more smoothly. Ms. Walters asked how the field work will run more smoothly. Mr. Clark said the methodology for using the radiological equipment has been refined. In addition, the Navy has been working with the state on how information can be best presented to the state to ease data reviews, making for more efficient reports.

Ms. Smith asked if the Navy has dialogue between the various BRAC bases, because it seems each base does things differently. Mr. Clark said there is dialogue between the bases; however, there are variables at each base that still make them unique.

Mr. Clark reviewed the community relations activities from 2011 (slide 6), noting that in addition to standard items, there were three Proposed Plan public meetings during the year (Sites 21, 27, and 32).

Looking forward to 2012, Mr. Clark reviewed the work planned for CERCLA sites that are currently open. He noted that for Site 6, there will be one document that is a combined RI/Feasibility Study (FS). For Site 21, the soil gas samples have already been collected, as discussed, but the data will be analyzed and a human health risk assessment addendum will be prepared along with a ROD/Remedial Action Plan (RAP). For the Site 24 Treatability Study, the current phase will be a year-long event. As a result, there will not be a report in 2012, but work will be ongoing. For Site 27, Mr. Clark noted that once the ROD/RAP is finalized, the Navy can plan the remedial action, which will include dredging.

Ms. Walters asked about community relations and the plan for the RAB meeting frequency in 2012. Mr. Sullivan said the Navy and the RAB members need to have additional dialogue about the frequency of meetings. Navy management would like RABs to transition to a quarterly schedule. However, at the last RAB meeting, the Navy and RAB members agreed to hold regular bi-monthly meetings through the February 2012 meeting. Then, at the February meeting, the group will revisit the schedule and the frequency beyond the February meeting. Mr. Sullivan added that most of the other RABs have moved to a quarterly schedule. He said the Navy can lay out some different RAB meeting schedule scenarios based on the workload and schedule for work in 2012 and how to best transition to a quarterly schedule based on the workload projections.

Ms. Walters said she was told that the U.S. Environmental Protection Agency (EPA), both locally and in Washington D.C., is concerned about the Navy's plan to reduce the RAB meeting frequency program-wide. She asked DTSC what its position regarding the reduced RAB meeting frequency. Ms. Sunga said she is not aware of DTSC having an official position on RAB meeting frequency, and that no direction has been given in her communications with her supervisor. She also noted DTSC has been directed by upper management to attend RAB meetings from now on.

Ms. Smith asked if Congress were to increase funding to BRAC, would the RAB meeting frequency change back to what it was before, which at NAVSTA TI is bi-monthly. Mr. Sullivan said this reduced frequency is not just an effort to get the

2012 budget in order. It is an emphasis on examining everything in government to see what needs to be done and what does not. Mr. Clark added that this budget situation is unique, unlike any he has ever seen, and that BRAC is continuously reviewing and "scrubbing" its budget this year. His team's challenge is to keep things moving along in the environmental program.

Mr. Clark reviewed the major documents and the field work planned for 2012. Ms. Smith asked if all of these projects are funded. Mr. Clark said Site 27 is the only project where the funding is not yet received. Mr. Sullivan noted that some of these projects have been funded with funds from earlier years. Mr. Clark said that BRAC funding does not expire at the end of a fiscal year and that it carries over. He added that, in terms of timing, the age of a contract is usually more constraining than funding. Most contracts have a certain time limit and they can be extended for only so long to finish work.

Mr. Clark reviewed the community relations activities planned for 2012, noting the Navy will continue to maintain its BRAC website. Ms. Smith said she periodically visits the website and has found it helpful. She noted the NAVSTA TI RAB meetings are usually listed on the home page. Mr. Sullivan said the Navy tries to keep a scrolling list of upcoming RAB meetings for all bases on the right side of the home page, and on the left side it keeps current announcements, such as other public meetings or documents for review.

In summary, Mr. Sullivan said the 2011 SMP will be finalized later this month, and all RAB members will receive a copy. He noted the document file is small enough so that it can be posted on the Navy's website, so it will be placed there as well.

#### Pipeline YF3 Work Plan Preview

Mr. Clark moved on to the update for the Site YF3 Pipeline (Attachment H). He noted that a list of petroleum sites is located in the back of the SMP document, including YF3. Mr. Clark said YF3 is part of the fuel pipeline system that was on YBI. Most of the pipeline was removed in the late 1990s to early 2000s. A report was completed at the time of that pipeline removal, and recommendations for further work were made in the report. This project implements those recommendations for YF3.

YF3 was used to transfer oil and refuel ships. The system of pipelines, tanks, and the infrastructure has all been removed, and soil samples were collected throughout the area. One elevated concentration of motor oil was found near the shoreline, where a tank had been located, so it was determined further investigation was needed. Results for all of the other samples collected along the pipeline or former pipeline areas were below residual criteria for petroleum. Therefore, the Navy is focusing only on the YF3 area and will collect five samples



of soil and five samples of groundwater. The samples will be tested for petroleum compounds, volatile organic compounds (VOC), and polycyclic aromatic hydrocarbons (PAH).

Mr. Clark showed a map and a photograph of the site, which are included in the attachment. He noted there is a steep slope at the site, creating logistical issues for sampling. The Navy will bring a drill rig in by barge. Ms. Smith asked if the tank that was at the site was an aboveground tank and if it would have been affected by the Loma Prieta earthquake in 1989. Mr. Clark said this area did have an aboveground tank, but it was removed in the 1970s, so there would have been no impact from that earthquake.

Mr. Clark said the draft work plan for YF3 will be distributed for review later in the week of the current meeting. Weather permitting, the Navy and its contractors hope to complete the sampling in February and submit a draft report of the findings in May.

Mr. Clark said part of the site may be included in the upcoming property transfer, but since it is a petroleum site, it can be transferred anytime. He noted this petroleum project is one of the last at NAVSTA TI. There is one underground storage tank at Site 6 on TI that needs to be addressed, and then some items to address on the Coast Guard property at a later date. Ms. Smith asked why the Navy would have to address petroleum issues on Coast Guard property. Mr. Sullivan said the property being discussed was formerly Navy property, though it was transferred to the Coast Guard prior to and separate from any sort of BRAC action. The Navy had a large petroleum program in place and decided to investigate the Coast Guard property at the same time as adjacent Navy property. The Navy would have completed the work at the time, but Caltrans began the Bay Bridge construction project, so the work was suspended. The Navy will have to discuss with the Coast Guard how the project will eventually be closed.

#### Upcoming Documents and Field Schedule

Mr. Sullivan introduced Jessica Beck (Tetra Tech) to present the Document Tracking Sheet (Attachment I) and the Field Schedule Sheet (Attachment J). During the review of documents, Ms. Beck discussed the Site 29 Artifact Technical Memorandum that is being prepared. Its purpose is to exclude three artifact properties from the boundary of CERCLA Site 29 to facilitate transfer of the site. She noted that document will be finalized before the FOST 3, because the FOST requires the technical memorandum be finalized.

Ms. Beck noted several upcoming field events that were discussed during the meeting, including the remedial action at Sites 31 and 33, and groundwater sampling at Sites 6 and 12.

#### RAB Meeting Minutes

Mr. Sullivan asked for comments on the draft October 2011 RAB minutes, which were mailed and emailed the week before this meeting. Ms. Smith provided comments. The RAB minutes were approved pending incorporation of Ms. Smith's comments, and will be finalized. Once finalized, they will be distributed and posted on the Navy's website.

#### Co-Chair Announcements

Alice Pilram (RAB community co-chair) said the residents on YBI were told that approximately January 2013 they will have to temporarily relocate to TI to accommodate redevelopment that will take place on YBI. There were no other announcements.

#### BRAC Cleanup Team Update

Mr. Sullivan said the BCT meetings are typically held the first Wednesday of every month. The topics at the BCT meetings are the same as the topics at the RAB meetings, with updates about transfer status, field activities, and the SMP being recent topics. Mr. Sullivan said that if there is a technical topic that needs more discussion, a meeting will be held right after the BCT meeting. In November, a post-BCT technical meeting was held specifically to discuss the Navy's responses to agency comments on the Site 12 Draft RI. There was no post-BCT technical meeting at the December BCT meeting.

#### Other Public Comments and Announcements

Mr. Brennan said there has not been a Citizen's Advisory Board (CAB) meeting recently. He said a survey was distributed to gauge how often the group should continue to meet; the group may change its meetings to every other month. For a current schedule, check the CAB's website (listed on the back of the RAB meeting agenda).

#### Future Meeting Agenda Items

There were no specific requests for future agenda items. Mr. Sullivan said the next call to discuss agenda topics with the RAB is scheduled for January 31, and the call-in information is on the back of tonight's agenda (Attachment A). Mr. Sullivan said that Shaw's Radiological Safety Officer, Mark Somerville, has offered to provide a briefing on radiological work at NAVSTA TI. Ms. Walters said that is a good idea and she would like such a presentation. Mr. Sullivan said that, depending on the other work that needs to be discussed at the February meeting, a radiological briefing can be presented in February, or at a later date.

Mr. Sullivan added that the Navy will include whatever topics are timely on the next RAB agenda.

Mr. Sullivan noted the next meeting is scheduled for February 21, 2012. At that meeting, the Navy will present ideas about the schedule for meetings going forward. Mr. Sullivan said he would like to get input from the RAB members on what they think the meeting schedule should be, and encouraged them to contact him about it.

The meeting was adjourned.

**December 2011 RAB Meeting Handouts [attached when minutes are finalized]**

- Attachment A: NAVSTA TI RAB Meeting No. 157 Agenda, 13 December 2011
- Attachment B: Property Transfer & FOST Update, 13 December 2011
- Attachment C: Sites 21, 24, and 32, 13 December 2011
- Attachment D: Sites 31 and 33, 13 December 2011
- Attachment E: Building 233, 13 December 2011
- Attachment F: Site 12, 13 December 2011
- Attachment G: 2011 Look Back / 2012 Look Ahead, 13 December 2011
- Attachment H: Site YF3 Pipeline Site, 13 December 2011
- Attachment I: Document Tracking Sheet, 13 December 2011
- Attachment J: Field Schedule, 13 December 2011





March 6, 2012

Emily Rapaport

President

Good Neighbors of Treasure Island and Yerba Buena Island

1109-C Keppler Court

San Francisco, CA 94130

MAR - 8 2012

MS, File

Emily,

The Villages at Treasure Island is in receipt of your letter dated January 30, 2012 inquiring as to why The Villages at Treasure Island (JSCo) will no longer be distributing Treasure Island News.

The history of the Treasure Island News began over 10 years ago with TIHDA writing, producing and distributing it. At the end of this period, TIDA asked the Villages at Treasure Island to write and distribute the newsletter. The Villages produced and distributed the newsletter for two years through regular mail. The newsletter became burdensome and costly to produce and distribute. The Villages asked TIDA to assume the responsibility for the newsletter. Shortly thereafter Good Neighbors assisted in the assembly of the content with TIDA having editorial oversight and The Villages distributing it via electronic email with hardcopies available in various offices. TIDA provided The Villages with a final approved document of the newsletter for distribution by the Villages to its residents.

Beginning in late 2009, to communicate most effectively with our residents, the Villages began requesting and obtaining resident email addresses. That resulted in the Villages maintaining over 650 resident email addresses. When the Villages received resident email addresses residents were informed the email addresses would be used for the sole purpose of transmitting authorized operational information vital to the Island. Residents were reassured their email addresses would be secure, would not be shared without their prior written consent, privacy would be preserved, and would only be used for authorized informational purposes of the Villages.

As documented in your email to Mirian Saez dated December 30, 2011, "...it was now time for us (Good Neighbors) to be responsible for the entire publication of the Treasure Island News. The Treasure Island News letter will remain a community-focused newsletter, but we will be making several changes in all our future issues. Good Neighbors will now be taking full responsibility for the content in the Treasure Island News and we will be directly responsible for sending the Treasure Island News to all of the entities that have been involved in the distribution of the newsletter."

Given we no longer have editorial oversight, the Treasure Island News no longer fits within our criteria for distribution.

In an effort to assist Good Neighbors, The Villages will contact all residents on our email list to inquire if they would like us to provide their email contact to Good Neighbors for the purpose of the distribution of the newsletter.

The Villages respects and greatly appreciates the hard work and effort of Good Neighbors and looks forward to a continued relationship as we all serve and assist community.

Sincerely

A handwritten signature in dark ink, appearing to read "Dan Stone". The signature is fluid and cursive, with the first name "Dan" and last name "Stone" clearly distinguishable.

Dan Stone  
Property Manager  
The Villages at Treasure Island

Cc: Mirian Saez, Director of Island Operations

CITY & COUNTY OF SAN FRANCISCO



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG

March 9, 2012

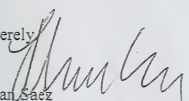
Ms. Charmaine Jefferson, Executive Director  
California African American Museum  
600 State Drive, Exposition Park  
Los Angeles, CA 90037

Dear Ms. Jefferson

I write to congratulate you and your staff on the success of the just-completed CAAM exhibition "The African Diaspora in the Art of Miguel Covarrubias", which included TIDA's "Peoples of the Pacific Region" mural by Miguel Covarrubias. I understand the public reception to the exhibition was overwhelmingly enthusiastic.

Thank you for your inclusion of the mural in this exhibition, and for your efforts promoting both the history of Treasure Island as well as public enjoyment of artistic treasures such as the "Peoples of the Pacific Region" murals. I wish you and CAAM all the best in your future endeavors.

Sincerely,

  
Mirian Saez  
Director of Island Operation

Cc: File



The San Francisco Public Library in association with the Treasure Island Museum Association presents

# THE MAGIC CITY

TREASURES FROM SAN FRANCISCO'S GOLDEN GATE  
INTERNATIONAL EXPOSITION 1929-1940

EXHIBIT

**March 24 – June 3, 2012**  
Main Library, Sixth Floor

Take a glimpse into the enchanted era of San Francisco's Golden Gate International Exposition on Treasure Island. The Golden Gate International Exposition was rich in artwork and featured the Art in Action program in 1940. The exhibit showcases examples of art at the fair executed by well known national and international artists and performing artists. A selection of items which highlight the sculpture, artwork, music, performing arts, and photography of the fair will be exhibited.

*Curated by Maureen Bourbin*

All programs at the Library are free



San Francisco Public Library

Main Library 100 Larkin St. (at Grove) (415) 557-4277 [sfpl.org](http://sfpl.org)

For more information about  
the Treasure Island Museum  
visit their website:  
[treasureislandmuseum.org](http://treasureislandmuseum.org)



# THE BROWN CASE

THE BROWN CASE

THE BROWN CASE



Treasure Island News is a community newsletter produced by Good Neighbors of Treasure Island & Yerba Buena Island with input & assistance from Island residents, agencies and businesses

Visit us at [TreasureIslandSF.org](http://TreasureIslandSF.org)



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## JSCO LEASE CHANGES REVISITED

By Mark Connors

As reported in the February edition of *Treasure Island News*, residents of the John Stewart Company (JSCO) raised a number of concerns and objections to the lease amendment announced via mail at the end of December, 2011. In the first of two resident forums held in January a number of issues and concerns were raised. JSCO returned to the second forum with some major points addressed, but still faced criticism and fear as to the number of changes and the potential impact on residents throughout the ongoing process of redevelopment.

Overnight, residents from both Islands and from JSCO and TIHDI housing voiced concerns of what was interpreted as a new lease. Residents started informally communicating and formed a strategy to raise awareness by reaching out to District 8 Supervisor Jane Kim, and to each other via e-mail and an online petition. A number of independent individuals and Good Neighbors of TI/YBI raised concerns with the mayor's office and the board of the Treasure Island Development Authority (TIDA) over the changes and appealed for their help. In short, this one event did more to bridge resident solidarity over communities than many attempts in the past.

A new addendum was mailed out and a second set of meetings were announced but were later postponed due to concerns and requests by both residents and TIDA Board members.

*Continued on page 13*

## TREASURE ISLAND NEWS

### DEADLINES & CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted by the 15th of the month prior to publication for consideration. Email

[Good\\_Neighbors@comcast.net](mailto:Good_Neighbors@comcast.net)

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.
- We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.



## GOOD NEIGHBORS ANNUAL GENERAL MEETING

Good Neighbors of Treasure Island and Yerba Buena Island ([www.TreasureIslandSF.org](http://www.TreasureIslandSF.org)) will be hosting its quarterly general membership (and annual) meeting on Saturday, March 10, from 11 am - 1 pm at the Shipshape building. All are welcome, but we ask that you register so we can plan accordingly

In addition to handling general business (presidents and treasurers reports, board election, etc.) We will have a high level review of the 2011 Quality of Life survey, honor Island residents, organizations, and individuals who have helped improve our quality of life and contributed to the general sense of community over the past year.

Register to attend (its free) by March 8 so we can plan for lunch and materials. To register, visit [www.TreasureIslandSF.org](http://www.TreasureIslandSF.org) or call 520-6653

NOTE: Child care will not be available



## TREASURE ISLAND B&G CLUB YOUTH OF THE YEAR


By Pat Zamora, Area Director, Treasure Island Clubhouse

Antonio Sanchez, Treasure Island Club Member, was selected as 2012 Treasure Island Youth of the Year. Youth of Year is the highest honor a teen can earn based on academic, family, school, and community achievement. Antonio is passionate about video, photography, and creative technology. Antonio is also the President of the Keystone, the Club's teen leadership group whose focus is community service, academic achievement and youth leadership. Youth participants receive a \$2,000 scholarship and during their year as Youth of Year, have the opportunity to participate in amazing leadership opportunities that will help prepare them for future success.

*Continued on page 11*



# March 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10  Good Neighbors Meeting
11	12	13	14 TIDA Meeting	15	16	17
18	19	20	21 So. Station Police Meeting	22	23	24 T.I. Flea Market <div>Spring Break</div>
25 T.I. Flea Market	26	27	28	29	30	31
Spring Break						

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400. For more information, visit [www.SFTreasureIsland.org](http://www.SFTreasureIsland.org)

Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings are on hold until a new schedule is determined. For more info, see [SFTreasureIsland.org](http://SFTreasureIsland.org)

The Community meeting is the third Wednesday of every other month (every even numbered month), 6:30 PM at the Shipshape

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to my newsletter, please send an e-mail [sfjdsouthernstation@sfgov.org](mailto:sfjdsouthernstation@sfgov.org). All are encouraged attend!



## YBI NATURE NOTES – LEPRECHAUNS AND LEPIDOPTERANS

By Ruth Gravanis

March is a good month to search for leprechauns in the shady glades of Yerba Buena Island. While you're at it, be sure to visit the grove of buckeye trees on Macalla Road, near the top of the open space at the corner of Macalla and Treasure Island roads. On the slope below the buckeyes there once was a cemetery with 98 graves – mostly those of military personnel who died on the island. (For some fascinating details, see <http://www.sftreasureisland.org/modules/showdocument.aspx?documentid=967>).

Shortly before the Golden Gate International Exposition of 1939-40, the powers-that-be decided that it would be too depressing for GGIE visitors to pass by a cemetery on their way to the big fair on Treasure Island, so they had all the bodies (well, maybe all) dug up and moved to the Presidio. No rest for the weary.

But back to the California buckeye trees, also called horse chestnut trees. This mildly toxic species is both native and endemic (naturally occurring nowhere else) to our state. Last month we looked at the lichen-covered branches and the newly opening leaf buds. Now the leaves are bigger and the flower buds are developing into the "candles" that will soon blossom out flamboyantly and become a sought-after nectar source for many of the island's native bees, butterflies, and other insects. The nectar and pollen, however, are toxic to the introduced European honeybee. In the fall, the trees will produce large seeds that resemble the edible "chestnuts roasting on an open fire." Don't get them confused; Native Americans used ground-up buckeye seeds to stun fish, which would then float to the top for easy capture.

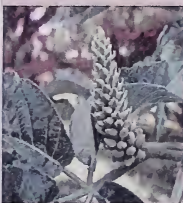
But back to the butterflies. Moths and butterflies belong to the order of insects called Lepidoptera, and individuals are sometimes referred to as lepidopterans. There are at least 14 species of butterfly on YBI. In their adult form, they will drink the nectar of different kinds of flowers. An adult butterfly cannot chew; its diet is strictly liquid. Its mouthparts include a long drinking straw called a proboscis, kept coiled up when not in use. The immature butterfly is a caterpillar, and its mouthparts are indeed designed for chewing. When you see plants with "caterpillar damage," remember that there will be no butterflies if the caterpillars can't eat. Unlike the adults, that tend to be generalists when it comes to nectar sources, the caterpillars of many species are fussy about their larval food plants (also called host plants). Some species of butterfly will lay eggs on only one species of plant, and the caterpillars will spend their "youth" munching away on that one species.

One such indispensable plant species is coming into bloom now. It's the Dutchman's pipevine (a.k.a. California pipevine) and it's the only larval food plant of the pipevine swallowtail caterpillar, which metamorphoses into a stunningly iridescent blue-black butterfly. Dutchman's pipevine is so named for its unusual flower, said to resemble a Dutchman's pipe. (Why don't they call it a leprechaun pipe or Sherlock Holmes pipe? It's a mystery.) The leaves are heart-shaped (oh, that was for last month) and just slightly fuzzy. There is very little

Continued on page 5



Buckeye tree (*Aesculus californica*), just uphill from the historic cemetery site.



Buckeye buds are forming now.



Pipevine (*Aristolochia californica*) climbing a toyon tree



Given some imagination, the pipevine flowers can resemble pipes.

Continued on page 5



## BOYS AND GIRLS CLUB TREASURE ISLAND CLUBHOUSE

Updates provided by Lavina DeSilva - T.I. Clubhouse Director

### Education and Healthily Lifestyles.

Our Homework time at the Club daily, which is from 4:30-5:15 PM has been fantastic. I When we have the support of extra staff and volunteers, we are able to work on one with our members. I would like to tell you about one of members who has been progressing. It has been very satisfying to see the progress of Keeauna over the past year. She started last year in Kindergarten and never wanted to come to Power Hour. She would go hide somewhere and/or sulk outside for most of the time. After a couple of weeks we started giving her "jobs" to do during Power Hour which she always enjoyed. She would help lead our warm-up or tell kids where to sit when we entered the room. After a couple of weeks of this she would line up for homework time without being asked and after a couple more weeks she was doing homework after she finished her "Jobs". It always makes us feel successful when a member goes from "hating" Power Hour to actually looking forward to it. Now Keeauna is in first grade and is one of the kids others can look to as an example.

Our Health and Fitness Coordinator, Rashell Davis, finds many ways to help our Youth make Healthy Choices. One way is Cooking Classes for our 6-8 and 9-12 year olds. Cooking class is very successful and popular. All the kids are learning and the first day we tried it they all wanted to go home and show their parents what they learned. Our staff even loves it. Its fun and most of all the kids enjoy learning about vegetables that they never ate before or never liked. But they are getting past just looking at a veggie and saying "ugg", now they look at one and say "ooo what are we making today?"

Treasures Island Flag football has kicked off and the youth are loving it. Football practice has been wonderful and the entire team participates in football drills once a week from 6-7pm. Soccer has been great for the kids. Members learn how to kick, play goalie, and position themselves correctly. Tournaments in the games room is definitely a favorite of the kids, I try to instill good sportsmanship while playing this particular day. The kids are full of energy when they get off the bus so I try to direct it into positive energy so the kids can really get a good feeling for the rest of the day



## GOOD NEIGHBORS BOARD CANDIDATES

### Candidate Statements

2012 - 2013 Good Neighbors of T/YBI Board of Directors  
Election will be at the March 10 Membership Meeting

### Executive Board

**President- Emily S. Rapaport** As the current president of Good Neighbors I have tried to continue the good work of the past president and board. We are working toward non profit status and to continue the fine tradition of service to the community, to bring more social events to our community. I am hoping that I will be given the chance to complete our on going projects. I have lived on Treasure Island for about ten years and have worked at the Treasure Island Job Corps. I have tried to help each understand and not fear or blame each other for community issues. I have also worked as the NERT coordinator to help educate and train our Island residents on being prepared in case of emergency.

**Vice President - Kathryn Lundgren** - I Would like to be considered for the position of Vice President of Good Neighbors this year. I have held a seat on the board since the first board was created and have a vested interest in seeing our community thrive. I have been very active in the activities and meetings within the community and feel that my outreach abilities will prove useful in the position. I would like to see our core values and goals into fruition and am excited about the future of the island and our time here together. I hope to continue to serve the island communities of Treasure Island and Yerba Buena Island as your next Vice President. Thank you

**Treasurer- Marinella "Nella" Goncalves** I am running for the position of Treasurer because I am very interested in assisting the Good Neighbors organization in becoming financially sound. I feel that I am qualified for this position as I have managed a 2+ million dollar budget for over 10 years at the Treasure Island Supportive Housing Program. I also have fundraising and grant writing experience. I am dedicated to working with the other members of Good Neighbors to continue to improve the quality of life and advocate for residents during the redevelopment of Treasure Island. Thank You for your vote!

**Secretary - Mark Connors** For the past few years it has been my pleasure to serve as President and co-founder of Good Neighbors of Treasure Island and Yerba Buena Island. I am committed to this organization and the stated purpose of working together to improve our quality of life. I produce the monthly Treasure Island News, the Quality of Life Report, and am on the Resource Guide development team. I am also a member of the Citizens Advisory Board and the Southern Police Station Citizens Advisory Board

*Nature Notes continued from page 3*

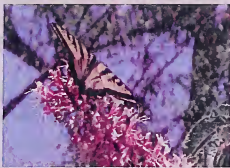
pipevine left in mainland San Francisco, and being able to see it and the butterfly on which it depends is just one of the treats that YBI has to offer.

The pipevine swallowtail is one of three YBI butterflies in the swallowtail family. The other two are the tiger swallowtail and anise swallowtail. Look for them on the buckeye flowers later this year. We'll talk about their caterpillars another time.

There are several kinds of clover on YBI that we can call shamrocks, and it's a great place to have a Happy Saint Patrick's Day.



Pipevine swallowtail butterfly (*Battus philenor*) drinking nectar—  
Photo credit: Olbrich Botanical Gardens



The western tiger swallowtail (*Papilio rutulus*) is larger than the anise swallowtail.



The anise swallowtail (*Papilio zelicaon*) is more common than the tiger. All three swallowtails can be seen on YBI's buckeye blossoms.



Leprechauns cavort in Yerba Buena Island's "rain forest" where shade, a high water table, and protection from the wind keep the environment moist most of the year.





## BRIDGE NEWS

**BRIDGE REOPENS AFTER PRESIDENTS' DAY WEEKEND CONSTRUCTION**— The Bay Bridge westbound deck heading into San Francisco reopened at 7:00 p.m. on February 19 after crews worked throughout the Presidents' Day weekend to construct a detour near the toll plaza. Fine weather and a huge effort on the part of Caltrans, the Bay Area Toll Authority and their contractors allowed the project to be completed 34 hours ahead of schedule.

With the bridge back in service, drivers may notice a slight detour to the left once they pass the toll plaza heading towards San Francisco. Speed limits remain the same.

By implementing this detour, along with an eastbound detour that opened in 2011, both directions of the new bridge will be able to open to the public earlier than previously scheduled. The new East Span of the Bay Bridge is now scheduled to open in late 2013.

For more information visit [baybridgeinfo.org/otd-detour](http://baybridgeinfo.org/otd-detour)

**CABLE PLACEMENT IN FULL SWING**— Work to install the Self-Anchored Suspension Span's single main cable continues at a steady pace. Approximately 50 strands, each comprised of 127 steel wires, had been hauled into place by mid-February. This unprecedented work will be ongoing for the next several months.

As the hauling of these steel wire strands is visible from the existing bridge, motorists are urged to drive safely and keep their eyes on the road.

Progress on the bridge construction can be viewed safely from the new interpretive display located on Treasure Island and online via construction cameras. Visit [BayBridgeInfo.org](http://BayBridgeInfo.org) for a map to the display and links to the cameras.

**SAN FRANCISCO HISTORY EXPO**—Experience the history and future of the Bay Bridge at the San Francisco History Expo Saturday and Sunday, March 3 and 4, at the Old Mint (Fifth St at Mission in San Francisco). Hours are 11 a.m. to 4 p.m. each day. [www.sfhistoryexpo.org](http://www.sfhistoryexpo.org)



## AUTOMATION NATION: TREASURE ISLAND JOB CORPS/ SIATECH HOSTS VEX ROBOTICS COMPETITION

On Saturday, January 28th, our very own Treasure Island Job Corps Gym was the hub of a tremendous event: the VEX Robotics Competition. The event was hosted by the Treasure Island Job Corps and SIATech High School and was a resounding success!

This was the very first time the SIATech/TJCC team had the pleasure of hosting the mammoth event. Additionally, our Center is the very first Job Corps Center in the Nation to host an official VEX Competition.

There were over 300 participants and guests that attended the event. Key Note Speaker Senator Mark Leno kicked off the activities with a motivational speech about the importance of staying abreast of technology.

The competition featured 32 teams from about 20 schools and groups, including teams from north of Sacramento down to San Luis Obispo. Cheers were loudest for our very own TJCC/SIATECH team, the Sparkies.

The Sparkies team, which made it to the Semifinals, won the Judges Award for overall outstanding achievement and team commitment. They did an awesome job of operating and controlling the robot, named Spartacus, for the Sparkies team. "It's kind of like playing a video game", said Colonel, who was excited after winning her first match.

Other honors bestowed upon the TJCC/SIATECH Team include Ms. Mila Shcherbataya was given the Mentor of the Year award by her Team and Mr. Bob Christensen who was awarded the Volunteer of the Year award by VEX Robotics.

# Friday March 9th 2012

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The Monster Reborn.... Bigger, Badder, Stronger Than Ever!

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#### Admission:

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Massive bar for 21+

#### Location:

WOMP Island Headquarters - Treasure Island  
401 California Ave - (between Avenue H & Avenue N)  
San Francisco, CA

For more information, visit

<http://audiomonster2012.eventbrite.com/>



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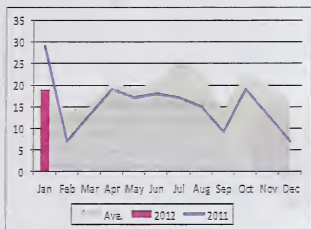
\* Prorated by quarter if you buy after March.

**Worth Every Penny.**



## CRIME REPORT

In the chart below, the green background shows the average number of calls for service that resulted in a police report being filed. This reflects data collected since 2006, is a moving average, and shows the cyclical nature of crime on the Islands (and in many parts of the city.)



The red bars will show the same information as it plays out month by month throughout 2012. The blue line shows last year's reports.

We know that much crime on TI/YBI is crime of opportunity. Keep your doors and windows locked (even the upstairs) and its best to keep valuable items out of view of open window.

Get to know your neighbors and determine who you can trust. Watch each other's backs and always report suspicious activity or crimes in progress to the police.

**Cat Trapping.**— Recently an unauthorized individual has trapped and removed cats from Treasure Island. This individual places flyers in the residential area requesting assistance in locating her lost cat or cat for sale. Respondents to the flyer are then befriended and asked to assist in trapping cats. If you see such flyers remove them. If you see traps in the community area contact The Villages manager office immediately. The individual has been identified and told to not enter Treasure Island as she has no authority to be here.

**Trash Cans.**— A number of people have raised concerns about people going through their garbage looking for cans and bottles.

From the SFEnvironment.org website: "It is illegal for a third party to take materials out of the recycling container provided by your refuse collector. And with the Mandatory Recycling and Composting ordinance, it is also now illegal for someone to mix the contents among your containers after you have separated them. This adds an important new tool for the City to take action against organized theft of recyclables." In short, Once material is placed in the bins it becomes the property of Recology.

If the theft is in progress, call Police Non-Emergency at 415-553-0123 or report incident online at the SF Recycling Company's website for in progress or past incidents ([www.sunsetsscavenger.com](http://www.sunsetsscavenger.com))

# the TREASURE ISLAND YMCA

## What's moving and shaking at your Y

The Treasure Island Y is undergoing some major changes. We have not only updated our facility, but have addressed our policies and procedures around youth programming and have even added some new events. Read below for all the details.



### Much more than Fresh paint

The YMCA and TIDA are working to address the maintenance and appearance of the gym facility. Revenue from rentals helps to support this project and ensure that the YMCA can provide quality programming to community members.

Below are some of the issues we have addressed and what we are focusing on in the coming months.

### Completed Repairs:

- ◆ Repaired leaking toilets and urinals in men's bathroom
- ◆ Painted weight and yoga rooms
- ◆ Replaced broken mirrors
- ◆ Replaced broken windows
- ◆ Deep cleaned hallway walls and windows
- ◆ Scheduled maintenance staff to visit gym every other week
- ◆ Small comfort fixes (installed hand sanitizer and paper towel dispensers)
- ◆ Repair leaking fountain in men's restroom

### Changes to Youth Rules

In order to ensure the safety of all youth at our facility the Embarcadero YMCA has revised rules and regulations pertaining to the Treasure Island Gym.



Effective March 1st all youth members must meet with gym staff and their parent/guardian to sign the youth code of conduct and review the revised gym rules. You may drop in during normal business hours or call/email Megan Leonard to schedule an appointment.

The most notable change is that after **7:30pm all youth 15 years and younger must be supervised by an adult guardian.**

### Women's Cardio Class

For the women who like to dance their way to better health, we have developed a class just for you. Taught by our newest staff member, Jay, this class is guaranteed to get your heart rate up and put a smile on your face.

Tuesdays 6:30-7:30

Thursdays 5:30-6:30

Open to all fitness levels

Free

### March Madness 3 on 3 Tournament

We are hosting a basketball tournament for ages 16 and up. There will be prizes for the winning team.

Tuesday, March 20

6-9pm

Register by March 16

### Gym Orientations

If you are new to the gym, or you want some assistance developing a workout routine, we can set up an appointment with you to meet with our Wellness Coach, Jay. An orientation with Jay will consist of listening to your goals, familiarizing you with the Treasure Island YMCA gym, and give you general information about a healthy diet. Most of all, Jay becomes one more person to support you on your wellness journey!



Call or email for appointment.

Megan Leonard

Treasure Island Community and Admin. Coordinator

YMCA of San Francisco

749 9th Street

SF, CA 94130

Main (415) 765-9037

mleonard@ymcasf.org

## TREASURE ISLAND WINERIES

Submitted by Island resident and student at the Academy of Art University—Ceili Boylan





*Good Neighbors Board Continued from page 4*

**Board Members-At-Large**  
5 positions

**Seanda Conley** - My name is Seanda Conley I have been living on Treasure Island for seven years. I am very active in the community whether it's on the Island or off, I am all for bettering the youth. I have worked in many different types of organization's that deal with families, I feel being part of this board that I would be a good voice for my community. I am loyal and role model by my own walks of life. Over the past year I have worked to support all residents on the Island, regardless of housing provider and hosted a very successful block party that helped bring people together. I would like to continue the work I began last year, with your support."

**Kara Lander** - As a long time member of Good Neighbors and having served as it's Vice President, I feel that my seven years of experience with the issues of the island will allow me to serve the population effectively during this time of transition.

**Veronica Standiford** - I have been a resident of Treasure Island and then Yerba Buena Island since 2003. I believe that the residents of these Islands deserve to be treated with the same respect and dignity given to all residents of San Francisco. We residents face a challenging future as we prepare for the implementation of the redevelopment project and I believe that I can help with that transition by being a strong voice for our community.

**Andrea McHenry** - I would like to continue in my role of Board Member at Large for Good Neighbors of Treasure Island and Yerba Buena Island. I am currently working on an update of the resident Resource Guide. I attend as many meetings of this group, the TIDA-sponsored resident meetings, and Restoration Advisory Board meetings as I can, as well as the recent development update meetings. I volunteer as often as I can in the various community-building events, including attendance at the Job Corps community outreach luncheons. I am a long term resident with a vested interest in our quality of life here on the islands.

**Nora Calderon** - Quiero seguir siendo miembra de la mesa de directores por que necesitamos mucho trabajo en nuestra comunidad para seguirnos educando por cosas que nos conciernen especialmente por que somos una diversidad de personas de diferentes orígenes y necesitamos aprender mas de cada cultura para poder trabajar mejor gracias.

I want to remain and continue to be a member of the board of directors because we need a lot of work to be done in our community in educating our community for things that concern us. Especially since we are a diverse people of different origins and need to learn more about each culture to work better. Thank You!

**Becky Hogue**: My name is Becky Hogue I have been an island resident for 8 years. I have been involved in community organizations for quite some time. I am an elected member of the CAB and I worked hard to get the redevelopment plan passed. My biggest concern was protecting the residents. I have worked side by side with fellow market rate tenants as well as with program residents. I have also worked on the planning of past island festivals. I want to be on the Good Neighbors board so I can continue to work for all the people on the islands

**Douglas Acers** - I've lived on Treasure Island since July 2006 and have enjoyed watching the changes. Now I want to be part of what makes the island work for the residents. I am ready to take on that responsibility and eager to step in and help.

## SAFETY TIP FROM SFSAFE

Digital music players are a common target of thieves and robbers. Be wise about where you choose to use it when in public. Wearing headphones and ear buds greatly reduces your ability to hear and distracts you from potential danger.

[www.SFSafe.org](http://www.SFSafe.org)

Note: This extends to iPods, iPhones and related technology as well.

## STREET CLOSURE MARCH 3—4

SF Gaelic Fields Event  
Saturday & Sunday, March 3-4, 2012  
From 8:00 AM to 6:00 PM Each Day  
Reroute of the 108

A street closure for an event at the SF Gaelic Fields on Treasure Island will be in effect as follows:

Street closure: Avenue "H" between 11th & 13th Sts.  
The 108 Line must reroute during the closure



Sunday, March 11, Sunday Streets makes its 2012 debut along the Embarcadero 11am-4pm, and we want you to be a part of it! When you volunteer a shift for Sunday Streets, not only are you helping to make Sunday Streets possible, but you also get a cool Sunday Streets t-shirt, complimentary lunch, invitations to special volunteer parties, and the great feeling that you helped make Sunday Streets possible! Be part of the Sunday Streets volunteer team by signing up today at [sundaystreetsSF.com/volunteer](http://sundaystreetsSF.com/volunteer).

For more info: [www.SundayStreetsSF.com](http://www.SundayStreetsSF.com)



Youth of the Year continued from page 1

On Tuesday Feb 7, Antonio, along with seven other Youth of the Year Finalists representing their respective Boys & Girls Clubs of San Francisco, presented their life stories at the 2012 Charles Schwab Youth of the Year Luncheon at the St. Francis Hotel. The luncheon was attended by nearly 600 guests, including government officials Mayor Lee, District Supervisor Jane Kim and Mirian Saez, Director of Island Operations, Treasure Island City and County of San Francisco. Special Thank you to Mirian Saez for acting as a Citywide Judge for this year's Youth of the Year and Sunny Angulo, of Supervisor Jane Kim's Office for supporting Antonio Sanchez. Congratulations Antonio!

# Jane Kim

DISTRICT 8 SUPERVISOR



Visit Supervisor Kim's webpage at  
[www.sfbos.org](http://www.sfbos.org)

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To report a crime  
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**Smokers!**

Please be considerate of your fellow passengers on the 108. Don't smoke in or within 20 feet of any MUNI stop or shelter.

SF Health Code Article 19F Sec 1009.22



## TI Book Mobile

The popular SF Public Library Treasure Island bookmobile will moving to a new location and time starting August 4th.

New Location: Parking Lot @ 850 Ave. D  
(Treasure Island CDC)

New Time: Thursdays, 1pm-7pm

For additional information, please contact Mobile Outreach Services at 415-557-4346 or email [mosmer@sfol.org](mailto:mosmer@sfol.org).



San Francisco Public Library



## Treasure Island Notary Public

Chad Miller  
[chadmnotary@gmail.com](mailto:chadmnotary@gmail.com)  
(415) 837-8969



## Is Your Back Yard Over Grown?

Need help in weeding and bagging your back yard?

Call Nora @ 415-933-5046 or  
e-mail [normasaldierna@yahoo.com](mailto:normasaldierna@yahoo.com)



## Treasure Island Kennel Club

Write to  
[TIKC@comcast.net](mailto:TIKC@comcast.net) or  
call (415) 677-4182



## Island Youth Need Your Help!

The Boys and Girls Club on Treasure Island serves over 100 youths with a number of services and programs but continually need volunteers!

Opportunities for regularly scheduled or drop in tutoring and mentoring are available. Don't short change yourself on what you can do to impact a youth!

Contact Lavina DeSilva @ 415-362-1393 or email at [ldesilva@kidsclub.org](mailto:ldesilva@kidsclub.org)

**Superintendent Carlos A. Garcia & Mayor Edwin Lee's 2012**

**SAN FRANCISCO**

# Family SUMMER

**Resource Fair**

**Saturday**

**March 3**

**10:00 am to 3:00 pm**

**Concourse Exhibition Center**

Presented by:



www.DCYF.org

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**A Showcase  
of Summer  
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www.healthier101.org



www.SFUSD.edu



**FREE!**

**TAKE MUNI 12, 19, 27, 47**

*Lease continued from page 1*

On February 8th, JSCo made a presentation to the TIDA board on the proposed changes to the lease. A number of residents (20 - 25) attended the monthly TIDA Board meeting which is held at 1:30 on the second Wednesday of each month in City Hall. Around 10 residents from both islands and from both housing providers spoke out about concerns with the lease. TIDA Board members appeared to be a bit alarmed that such sweeping changes would occur without their knowledge and requested a second presentation at the next TIDA Board meeting on March 14th. They further requested a "track changes" version of the lease to make it easier to see the changes being proposed.

On February 15th TIDA, TIHDI, Good Neighbors and the John Stewart Company hosted the regularly scheduled bi-monthly community meeting. By far this meeting was the best attended (over 100 participants) as far back as I can remember. For the first time we had real-time Spanish language translation provided by Catholic Charities and Good Neighbors, a table overflowing with refreshments provided by TIDA, TIHDI, and Good Neighbors, and great presentations.

Concerns about the lease amendment, power outages, and a coinciding visit by Supervisor Jane Kim's office were the most cited reasons for attending.

Dan Stone, property manager of The Villages at Treasure Island, made a short but very important announcement. Dan acknowledged that the method of implementing the new lease had been handled poorly and in effect apologized for this.

He explained that his company was working on a new, briefer addendum that could be attached to the lease signed last year instead of replacing it with new wording. Many of the changes to the lease that were listed in the 2011 mailing would be reversed out. There are some changes that need to occur to make it compatible with the Transition Plan that was approved by both TIDA and the SF Board of Supervisors. This includes distinguishing between residents who were legally residing on the islands at the time of the DDA (July 14, 2011), the inclusion of a non-waiver clause that allows the villages to still collect rents when in dispute with a resident (both of these seem reasonable to this author) and a way of accounting for youth that turn 18 while living on the project in respect to the housing transition plan.

On February 17th JSCo sent a letter to all households under their management rescinding the deadline to sign the new lease and announced they are working on a new version to be distributed at some point in the future.

This is a very welcome step.

Throughout the entirety of this process I have been encouraged at the dedication of many involved in addressing this issue.

So many residents, from all parts of the island and even in City Government, came together and rose up in united concern. People who had never spoken to each other got to know one another and, at least for this issue, found common ground. This speaks well of our community.

I personally work with The Villages and with TIDA on several projects and though it was at times uncomfortable everyone worked to maintain the working relationship knowing that after this current concern is resolved we would continue to work with each other to make Treasure Island/Verba Buena Island a better place to live.

April Veneration of Supervisor Jane Kim's office followed up on all of our concerns and took the time to speak to everyone and make lengthy visits to our meetings on the island and at City Hall.

Some may characterize the current discontent as a disagreement between landlord and resident, but because we are in a redevelopment zone and appointed officials manage many aspects of our daily lives, including property management, the impact and importance of whatever happens within the project is beyond simple characterization. Much work has been done to create a project we can live with and unilateral changes will most likely always rankle those of us who live here, a good number for many years. We need our elected and appointed officials, the multitude of contractors, and developers to understand our concerns and to work with us as a collection of communities to move forward.

While we still await the new proposed lease addendum, we wait in hope that those in power will do the right thing. The next TIDA Board meeting is on March 14th. Between now and then Good Neighbors will hold its annual general membership meeting, on March 10th (see announcement on page 1). I hope you will attend to show solidarity on the islands.

*Robots continued from page 7*

According to Bob, the team is looking into going into the community to share their experiences with robotics at several different middle schools. "We want to show them how to build a VEX robot and demonstrate how they operate and possibly get the schools excited about learning and using -STEM (Science, Technology, Engineering and Math) in their classrooms."

Since its inception, over 70% of the Robotics team members here at Treasure Island Job Corps have gone on to higher learning or the Technology field. "It's all about team building and working with others," said **Khristel Johnson, Principal of SIATech Treasure Island**. "You have to learn to take criticism and grow." Says Bob, "We would not have been so successful without the hard work of our Teachers and Staff here at Treasure Island Job Corps II - Bob Christensen, Electrical Instructor; *Wilhelmina Parker, BCL Director*, & portions excerpted from the SF Chronicle. Read more at: <http://www.sfata.com/sf-bio/article.cfm?wv/a/2012/01/28/MNSG1N00SR.DTL#twtz14cWUc11>

We're on the web!  
www.TreasureIslandSF.org

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Anyone can subscribe to this  
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request to:

[Good\\_Neighbors@comcast.net](mailto:Good_Neighbors@comcast.net)

Please encourage your  
housemates, neighbors, and  
others interested in Treasure  
Island to sign up.

The Villages at Treasure Island is  
no longer forwarding TI News to  
its residents. Please, sign up  
today!



Next Quarterly Meeting

Saturday, March 10  
Shipshape  
11 am-1 pm

Call (415) 520-6653



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- ☐ Photo ID
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- ☐ Identificación con foto
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- ☐ Formularios W-2s, 1099s, 1098s y otros comprobantes de ingreso
- ☐ Cheque nulo para depósito directo
- ☐ Impuestos de 2010

Call 211 or visit  
[www.earnitfromthesaveit.org](http://www.earnitfromthesaveit.org)  
to find a tax site near you.

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United Way of the Bay Area  
1970 Broadway, Suite 600  
Oakland, CA 94612



### Treasure Island Tax Site FREE!

Open: Feb 1st, 2012

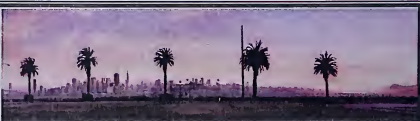
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Treasure Island, San Francisco CA 94130

Mon 1-5pm;  
Weds & Thurs 1p-7pm  
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Call us today! (415) 989-4810

# TREASURE ISLAND Flea



Next Dates:  
When:  
Where:

March 24 + 25  
10 am-5 pm  
#1 Avenue of the Palms

Dogs ~Unfortunately Are not able to come indoors but are WELCOME outside where  
there will be more Exhibits & SF Featured Food Trucks. (exception guide dogs). Visit  
[www.TreasureIslandFlea.com](http://www.TreasureIslandFlea.com) for more information.



# THE TREASURE TROVE



TREASURE ISLAND JOB CORPS CENTER • WEEKLY UPDATE

02/10/12

## THIS WEEK

- ~Career Corner-Opportunity Knocks
- ~Jamba Juice/TIJCC Culinary Collaboration Comes Together on Groundhog Job Shadow Day
- ~Rewards and Reinforcement for Excellent Performers
- ~Work Based Learning Experience on the Urban Farm
- ~Commemorating National African American History Month—February, 2012
- ~TIJCC Students Explore Careers for Groundhog Job Shadow Day
- ~Welcome New Students
- ~Successful Student Transitions
- ~Spectacular Student Scores
- ~Safety Officer Alex Wong's Tip of the Week
- ~Adams Family Fables

## CAREER CORNER

### OPPORTUNITY KNOCKS!

#### Corporate Vacancies

- Columbia, MA—Corporate Purchasing Coordinator
- Columbia, MA—Technical Assistance Manager- Student Management
- Columbia, MA—Corporate HR Manager

#### Other Centers' Management Vacancies

- Atterbury—Associate F&A Director, Social Development Manager, Deputy Center Director

- Exeter—Center Shift Supervisor
- Gadsden—Social Development Director
- Glenmont—Center Director, Dorm Supervisor, Maintenance Manager
- Grafton—Dorm Supervisor, Center Shift Manager
- Joliet—CTT Manager, Safety/Security Supervisor
- Little Rock—Deputy Center Director
- Red Rock—NONE
- Shriver—Social Development Manager
- Woodland—NONE
- Woodstock—Wellness Manager

#### TIJCC Vacancies

- LVN/Disability Coordinator
- Safety/Security Advisor
- CTT Instructor—Advanced Culinary
- Dorm Supervisor
- WBL Advisor
- Part-time Recreation Advisor
- Residential Advisor
- Career Transition Specialist

If you are interested in any of these positions, please contact the Treasure Island Center HR Manager, Ms. Anny Fong, at 415-217-7984 or [fong.anny@jobcorps.org](mailto:fong.anny@jobcorps.org) for assistance with the application process.



New Hire Orientation (NHO) is scheduled on every 1st and 2nd Thursday of the month in the HR Training Room. All TIJCC employees must complete NHO within 90 days from their date of hire. If you have any questions or require assistance, please contact Mr. Armando Lopez, the HR/Staff Training Coordinator, at 415-352-2477 or [lopez.armando@jobcorps.org](mailto:lopez.armando@jobcorps.org).

## JAMBA JUICE / TREASURE ISLAND JOB CORPS CULINARY COLLABORATION COMES TOGETHER ON GROUNDHOG JOB SHADOW DAY



Culinary Program students attend presentation by Jamba Juice corporate representatives

On February 2<sup>nd</sup>, TIJCC officially kicked off Groundhog Job Shadow activities when the Culinary program graciously welcomed executives of Jamba Juice - including CEO James White, Vice President of Human Resources Kathy Wright, and Senior Director of Corporate Communication Janice Duis - for an assembly with Treasure Island Job Corps Culinary Students, a Center tour, and a luncheon in Fine Dining.

The Jamba Juice team spent the morning speaking to approximately 180 Culinary students about employment opportunities with their company. Treasure Island Job Corps students will have several options for employment with Jamba Juice including their Summer Employment Program launching this March, their Culinary internship position located in their corporate test kitchen, and their new "Master of Blending Arts" (MBA) program designed for Advanced Culinary Job Corps graduates.

The MBA program allows TIJCC Advanced Culinary graduates the opportunity to work in local Jamba Juice stores as a "Manager in Training." All MBA candidates will be mentored by a member of the Jamba Juice team and receive additional training to be promoted into management positions.

**READ MORE ON PAGE TWO!**

(800) 733-JOBS • <http://www.treasureisland.jobcorps.gov>





## JAMBA JUICE / TREASURE ISLAND JOB CORPS CULINARY COLLABORATION COMES TOGETHER ON GROUNDHOG JOB SHADOW DAY—Continued from Page 1



The Jamba Juice corporate team has partnered with TIJCC for the past few months hosting a Culinary intern in their test kitchen. The internship program went so well that Jamba Juice would like to host up to eight interns per year in their kitchen. Each student received a paid stipend at the end of their internship.

Jamba Juice will come back to our Center in March to kick-off their national summer employment program. Students will be able to apply for positions and speak to the hiring team that day.

Jamba Juice is working closely with the Culinary program and the Career Transition department to enhance the Culinary curriculum and provide quality careers for our graduates. We are excited to grow our partnership with Jamba Juice!

~Krista Vendetti, WBL Supervisor



Clockwise from top: Jamba Juice corporate representatives with the TI Culinary and CTS team; 180 students hear presentation and have questions answered at the assembly; a lunch in Fine Dining; and tour of the Farm



## REWARDS AND REINFORCEMENT FOR EXCELLENT PERFORMERS

On February 1<sup>st</sup>, the TIJCC community gathered to celebrate students who exemplify the Center's #1 ranking. Deputy Center Director Jennifer Cha presented Trade of the Month to Cement Masonry. Dorm of the Month was awarded to the Advanced Culinary Dorm. Please stop by the dorms to see pictures of all the winners. Congratulations to them all! ~Laura Putnam, Residential Living Manager



Clockwise from top right: Dorm of the Month goes to Advanced Culinary; proud students display their awards; the SGA Committee is all smiles after receiving an appreciation award





## WORK BASED LEARNING EXPERIENCE ON THE TREASURE ISLAND JOB CORPS / MICHELLE OBAMA GREEN ACRE



CPP has been a rapid transition into Center life. Everyone says, "time here flies," and I'm starting to experience this for myself. Well into my fifth week, I am completing Work Based Learning on the farm with Ms. Corey Block, Urban Farm Coordinator. Between harvesting Brussels sprouts, chasing chickens, and weeding strawberry beds, I have been staying fairly busy.

This has been my first snowless February and there is no better way to spend it than outside enjoying every breath of fresh air with Americana and Pumpkin (among the other chickens!). My interest in Urban Agriculture was sparked in Dr. Pedro Albizu Campos Puerto Rican High School (PACHS), a community-based charter school on the Northwest side of Chicago. I am a proud alumna of this diamond in the rough that has continuously worked to improve and educate the community of Humboldt Park. My neighborhood, like Treasure Island, is a food desert with an epidemic of diabetes and other diet-related health disparities like obesity.

PACHS in Chicago and the Urban Farm here at Treasure Island Job Corps are working to educate residents about the importance of healthy eating and sustainability. They preserve culture and knowledge that can be lost in cities of asphalt and concrete. Both here and there, I have learned how to grow, harvest and care for life. I have also learned to make healthy choices and live a productive, active lifestyle.

The Urban Farm is one of the many treasures on the island; I encourage everyone to visit the chickens, pick a strawberry in the spring, volunteer in the greenhouse or meditate by the fountain after lunch. Each trade that contributed to the creation of the farm gave us all something to enjoy and admire.

Even though my skyline has changed dramatically, I am adjusting to my new home and taking advantage of this opportunity and of the surplus of chamomile on the farm (the smell reminds me of home...). I am dedicated to improving my community through opportunity, just as I was given. PACHS taught me to always give back and I will do just that, here and there. Thank you CPP Instructors, mentors, Corey Block, & Carlos deJesus (Chicago). ~*Lourdes Matute - CPP Work Based Learning Student*

### COMMEMORATING NATIONAL AFRICAN AMERICAN HISTORY MONTH—FEBRUARY 2012

President Obama has proclaimed February 2012 as National African American History Month and this year's theme is "Black Women in American Culture and History." During the month of February, people throughout the United States pay tribute and celebrate the rich legacy of history and contributions made by African Americans and this year's theme invites us to honor and give special focus to the ways African American women have contributed to our communities and society as a whole.

Planned activities through the Diversity program include next week's trip to the oldest independent black bookstore in the country, Marcus Books in San Francisco and the Jazz Heritage Center. In addition, students are developing a special lunch menu focused on African American Heritage in tandem with an African American History Diversity Program for the entire student body to be presented on February 29, 2012. Stay tuned for more details on upcoming events! ~*Betty Wong, ELL/Diversity Coordinator & Wilhelmina Parker, BCL Director*

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## TIJCC TRAINEES EXPLORE CAREERS FOR GROUNDHOG JOB SHADOW DAY



Right: On Thursday February 2<sup>nd</sup>, Seth Stewart, Assistant D.A. of San Francisco, Ebony Onoh, a sports affiliated lawyer, and Elizabeth Williams, Senior Financial Analyst, visited Treasure Island Job Corps Big Dorms' Movie room to provide trainees with insights into how to network successfully. The activity was coordinated as part of Treasure Island Job Corps Job Shadow Activities and sponsored by Women's Program Coordinator Ms. Patricia Warfield-Robinson.

Left: Office Administration Instructor, Mark Breshears, six eager trainees, and WBL Advisor, Joseph Peters embarked on a job shadow experience to the office of Assemblywoman Fiona Ma. The students were able to receive in-depth exposure to Office Administration positions in the political field. Hosting the shadow day was the charismatic Bob Twomey, District Director for Assemblywoman Fiona Ma who put the trainees to task by asking tough questions about themselves and their knowledge of government structure.



Left: Trainees Sam McCauley (Carpentry), Danael Monroe (Facility Maintenance) and Jean Sada Sanchez (2nd Trade Carpentry) shadowed Rossington Architecture with Willard Williams, Jr. They visited a site that the firm is renovating in the Marina district, discussed possible ways to become architects, & were lent some architecture books and software. They also visited Photographer Jeff Chen at his studio, "Vista Point."

Right: TIJCC's Property Manager, Karl Morris guides Sabrina Malumaleumu, De Vone Paige, & Bismark Rojas through the detailed process of conducting the Quarterly Center-wide property inventory.



Contributors: Joseph Peters, WBL Advisor; Harriet Williams, Applied Reading Instructor, and Tom Gonzalez, Construction Technical Training Manager

### SMART BUCKS

TOPIC: MONEY

PIZZA!!

CASH PRIZES!



Join us for a budgeting workshop with Agile Financial Planning!

There will be pizza provided and the opportunity to win CASH PRIZES!!



THURSDAY  
February 16th

Pizza: 6:15 PM

Raffle: 6:30 PM SHARP

2nd Floor West Lounge



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## WELCOME OUR NEW STUDENTS



Danisha Bean, Ciara Bland, Kevin Burgess,  
Joshua Casias, Darius Drake, Melanie  
Espinosa, Darian Hall, Anthony Jefferson, Jr.,  
Devante White, & Richard Woolever

## SPECTACULAR STUDENT SCORES!!

This week, these student stars made significant improvements on their TABE scores. Student names in bold scored high enough to join the 600 Club!



Rollin Williams, Charles Gaines, **Ashley Scott**,  
**Kayla McDaniel**, **Ronnisha Johnson**,  
**Shibin Long**, **Kelli Clark**, **Carlos**  
**Obando**, **Jennifer Aparicio Lazo**,  
& **Monique Pierson-Porter**

Success is to be measured not so much by the position that one has reached in life as by the obstacles which [one] has overcome while trying to succeed.

~Booker T. Washington, 4/3/1866-11/14/1915



## SUCCESSFUL STUDENT TRANSITIONS

*Congratulations*

Hao Ran (Ted) Tao, Office Administration, has been taking 11 units at City College of San Francisco!

Amilia Agtang, Security, has been working as a Security Guard for City Nights Security making \$12.00 per hour!

## SAFETY OFFICER ALEX WONG'S SAFETY TIP OF THE WEEK!



**PREPARE AND PREVENT,  
DON'T REPAIR AND REPENT**





# Adams Family Fables

February 10, 2012

Volume: 11 Number: 5



## In This Edition:

Great Grad Motivates in Maryland

Little Rock Casts a Big Shadow

Revved Up In Upstate New York

Ask Roy: Causing a Flap in the Nation's Capitol?!

Upcoming Events:  
February 16<sup>th</sup> Shriver  
Memorial Dedication  
Ceremony, Ayer, MA

May 14-18<sup>th</sup> Adams  
Student Leadership  
Conference, Columbia

## WOODLAND'S WONDERFUL WEB NEWS

The *Maryland Gazette.net* recently featured a story on Woodland's January graduation. 48 students participated in the event. Woodland graduate Theresa Conte urged new grads to continue to strive for success – "The sky is the limit if you dream big." Ms. Conte graduated in 2000 and worked for the U.S. Department of Labor after graduation. She currently works for the U.S. Department of Education in its FAFSA (Federal Student Aid) division.

## ONLY THE SHADOW KNOWS

The Little Rock crew wasted no time to highlight its recent *Job Corps Groundhog Job Shadow Day* efforts. Center Director Lorraine Lane reports that more than 50 students participated in the event. Students shadowed at the Compassion Center, University of Arkansas Little Rock, Arkansas Food Bank and the State Capital with State Senator Joyce Elliott. As always, a good time was had by all involved.

## GLENMONT AUTO'S AWESOME EFFORTS

BCL Amy Scharf reports that the Glenmont Auto program shifted into overdrive this week after a hosting a successful *Auto Advisory Council*. Glenmont's Advisory Board signed off on the *Automobile Compliance Review*, a critical step in NATEF Certification. Two corporate executives from the nearby headquarters of *Monro Muffler* motored to the meeting and will work with the Center on NATEF standards. Participants represented a wide range of experience in the auto industry, including auto dealers, machine shop repair, auto club leaders and the chair of the automotive department from the local community college. This effort is being driven by Instructors Vince DeSalvatore and George Van der Wouden, along with CTT Manager Mary Ann Harvey.

## ASK ROY

**Guy From the North Woods:** So Roy that was really a great time in Washington, DC. It's not very often that I get to mingle with the movers and shakers. You are right – I would have felt a little out of place if you let me wear my winter red flannels. However, it was pretty warm there and I could have used the flap option.

**Roy:** Well Woodbreeze, one advantage of those red flannels is you get a free pass through the metal detectors.

**GFTNW:** Talking about flaps, everyone is certainly supportive of Job Corps in Washington and interested to see that student benefit and outcomes is important to everybody.



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# THE TREASURE TROVE



TREASURE ISLAND JOB CORPS CENTER • WEEKLY UPDATE

02/17/12

## THIS WEEK

- ~Career Corner-Opportunity Knocks
- ~2012 Winter Graduation Ushers in New Cadre of Completers for Career Success
- ~Automation Nation Continuation—TIJCC Sparkies Robotics Team Rolls On!
- ~CALTRANS Work Based Learning Pays Dividends
- ~Culinary Caters Epicurean Cuisine!
- ~A Special Message to Our Graduates from Congresswoman Barbara Lee
- ~Welcome New Students
- ~Successful Student Transitions
- ~Spectacular Student Scores
- ~Safety Officer Alex Wong's Tip of the Week
- ~Adams Family Fables

## CAREER CORNER

### OPPORTUNITY KNOCKS!

#### Corporate Vacancies

- Columbia, MA – Corporate Purchasing Coordinator
- Columbia, MA – Technical Assistance Manager- Student Management
- Columbia, MA – Corporate HR Manager
- Columbia, MA – Corporate Benefits Coordinator

#### Other Centers' Management Vacancies

- Atterbury – Associate F&A Director, Social Development Director, Social Development Manager, Deputy Center Director

#### Exeter – Center Shift Supervisor

- Gadsden – Social Development Director
- Glenmont – Center Director, Dorm Supervisor, Maintenance Manager
- Grafton – Dorm Supervisor, Center Shift Manager
- Joliet – CTT Manager, Safety/Security Supervisor
- Little Rock – Deputy Center Director, Dorm Supervisor
- Red Rock – NONE
- Shriver – Social Development Manager
- Woodland – NONE
- Woodstock – Wellness Manager, Associate F&A Director

#### TIJCC Vacancies

- LVN/Disability Coordinator
- Safety/Security Advisor
- CTT Instructor – Advanced Culinary
- CTT Instructor – Security/MILCAP
- Residential Coordinator
- VBL Advisor
- Part-time Recreation Advisor
- Residential Advisor
- Career Transition Specialist

If you are interested in any of these positions, please contact the Treasure Island Center HR Manager, Ms. Anny Fong, at 415-217-7984 or [fong.anny@jobcorps.org](mailto:fong.anny@jobcorps.org) for assistance with the application process.



New Hire Orientation (NHO) is scheduled on every 1st and 2nd Thursday of the month in the HR Training Room. All TIJCC employees must complete NHO within 90 days from their date of hire. If you have any questions or require assistance, please contact Mr. Armando Lopez, the HR/Staff Training Coordinator, at 415-352-2477 or [lopez.armando@jobcorps.org](mailto:lopez.armando@jobcorps.org).

## 2012 WINTER GRADUATION USHERS IN NEW CADRE OF COMPLETERS FOR CAREER SUCCESS



Friday February 10, 2012 showcased 249 students from a variety of TIJCC trades being ushered into the ranks of the employable-and-ready-to-work as our newest cadre of Treasure Island Job Corps graduates.

The students, dressed in traditional caps and gowns, listened with enthusiasm to Masterful Master of Ceremonies, CTR instructor Mr. Deon Price. Valedictorian Alicia Shaw shared an emotional message of thanks to TIJCC staff and mentors while Salutatorian Veronica Rangel read an inspiring message of congratulations from

Congress Woman Barbara Lee of California's 9<sup>th</sup> District (*SEE PAGE FOUR TO READ THE ENTIRE MESSAGE*).

Students listened with respectful enthusiasm to graduation speaker, Ms. Monica Wilson-Pough, who endorsed the mission & values of Job Corps; exhorting students to greatness and career success using attributes such as resilience to navigate life obstacles.

Students Cissie Shelton Johnson & Angel James led the gymnasium packed with family, friends, and well-wishers in singing the "Star Spangled Banner." Afterwards, all converged upon the cafeteria for refreshments courtesy of the Culinary program.

~W.S. Parker, Business  
Community Liaison  
Director

Top: Center Director David  
Miller congratulates  
Valedictorian Alicia Shaw  
Bottom: TIJCC 2012 Winter  
Graduates in caps & gowns



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TIJCC Sparkies Robotics Team

## AUTOMATION NATION CONTINUATION TIJCC SPARKIES ROBOTICS TEAM ROLLS ON!

On Saturday February 11, 2012, the Treasure Island Job Corps robotics Team traveled to Cal Poly University for the San Luis Obispo Central Coast VEX Championships. It was a beautiful day on the coast and a wonderful day for the robotics team. The 28 teams from all over the central coast participated in an exciting competition throughout the day. Many teams were challenging the highly ranked team from Northgate in southern California, but when the competition was completed, our TI Robotics Team edged them out and placed 4th overall for the day and placed 2nd for overall points!

Thanks to our team members, Crystal Coronel, Catya Padilla, Lisa Vlaovich, Clayton McRory, Mila Shcherbataya and Bob Christensen. A big thanks to TI Job Corps Deputy Center Director, Ms. Jennifer Cha and Transportation Coordinator, Mr. George Dorkic. We would not have been able to do it without all of you. We are now waiting to hear if we have qualified (wait list) to go to the World Championships in Anaheim.

-Bob Christensen, Electrical Instructor

## CALTRANS WORK BASED LEARNING PAYS DIVIDENDS

This January, several Office Administration students were hired for paid Work Based Learning with CALTRANS. The students provided logistics and clerical support for the anticipated Bay Bridge closure. The assignment gave students an opportunity to practice TAR related competencies in a real-world setting. Students wrote about their experience with gratitude. Trainee Shannelle Lee was later quoted positively in the San Jose Mercury News!

Read more here: [http://www.mercurynews.com/peninsula/ci\\_19938940](http://www.mercurynews.com/peninsula/ci_19938940)

Many thanks to CALTRANS Public Relations Officer & TIJCC Community Relations Council Chair, Ms. Margena Wade, for providing these paid Work Based Learning opportunities!

-W.S. Parker, Business Community Liaison Director



ASVAB testing is scheduled every  
third Tuesday of each month.

Next testing date is Tuesday,  
February 21st, 2012 in Building 367,  
Room 205. The test begins  
**PROMPTLY** at 8:30am!

For more information, contact Brian  
Stott, Career Transition Specialist,  
Bldg. 367, Rm. 233, 415-277-2328

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Email: [concerns@adamsintegrityhotline.com](mailto:concerns@adamsintegrityhotline.com).  
Phone: 888-288-1181 ext 101 Fax: 888-316-8438.





## GROUNDHOG JOB SHADOW WEEK CONTINUES...

This week, TIJCC students and staff continued Groundhog Job Shadow activities for Career Exploration & Job Success. The Certified Medical Assistant trade embarked on a variety of TAR (Training Achievement Record) related field trips:

**February 7<sup>th</sup>** - Classroom Connection - "Clues to Career Navigation in the Medical Field" with Dr. Ronald Banks, MD, MPH (Retired) Regional Health & Human Services, Former Assistant U. S. Surgeon General

**February 8<sup>th</sup>** - Career Exploration at the Employment Development Department (EDD) with AccentCare employers. (Sponsored by Ms. Marquitta Hayes, EDD & Ms. Josie Reynolds, Field & Staffing Manager, Accentcare)

**February 9<sup>th</sup>** - Career Exploration Job Shadow at "Swords to Ploughshares," an organization providing Veteran Services. Students visited the "Frail & Elderly Care" program. (Sponsored by Mr. Leo Joslin & Ms. Tramecia Garner, Swords to Ploughshares)

**February 13<sup>th</sup>** - Field Trip and Career Exploration to Planned Parenthood in Concord, CA. (Sponsored by Ms. Laura Skaggs, Senior HR Partner & Ms. Priscilla Castillo, Center Director, Planned Parenthood)

Students reported that the excursions and shadow experiences "opened their eyes to careers in the field" and made in classroom training and experience "more real."

Many thanks to our organizational sponsors, speakers and friends!

-W.S. Parker, Business Community Liaison Director



CMA students attend events focused on career exploration for Groundhog Job Shadow Week

## CULINARY CATERS EPICUREAN CUISINE!

TIJCC's very own Chef Herbert Huber reports that a U.S. Navy retirement party took place at Casa de la Vista here on Treasure Island and our Culinary team from Chef Luiz Manzo's class catered the event. The buffet was set up by Veda Walters and Dustin Roberts with support from Chef James Reed and Chef Herbert Huber.

-Chef Herbert Huber, Lead Culinary Instructor







**A SPECIAL  
MESSAGE TO OUR  
GRADUATES  
FROM CONGRESS-  
WOMAN  
BARBARA LEE**



BARBARA LEE  
NINTH DISTRICT  
CALIFORNIA

MEMBER OF CONGRESS

February 10, 2012

*Greetings from Congresswoman Barbara Lee*

Dear Friends,

It is my great pleasure to congratulate the outstanding graduates of Treasure Island Job Corps. The young men and women graduating today are intelligent, capable and responsible role models who represent a new generation of vocational workers and students of higher education. The skills they have acquired and honed at Job Corps will allow them not only to become financially self-sufficient, but also to benefit our local community in a variety of fields, such as masonry, medicine, office administration, security, culinary, solar, carpentry and electrical work.

Graduates, I am immensely proud of the bold commitment you have made to use your talents to successfully create economic opportunities for yourselves, your loved ones and others throughout the Bay Area. We have seen here at home, and throughout the world, that empowered young people are capable of transforming entire communities and economies. Therefore, I encourage you not only to support your fellow workers and students, but to make today the beginning of a long legacy of thriving green industries in the 9<sup>th</sup> District and beyond. I am also very proud to work directly with Job Corps to administer our highly successful internship partnership, which has been mutually beneficial in myriad ways.

On behalf of the residents of California's 9<sup>th</sup> Congressional District, I thank you for your past, present and future contributions to our community. Treasure Island Job Corps has provided an invaluable service to its graduates and continues to be an important resource in our community. Today's graduates are truly destined for a lifetime of success. Congratulations!

Sincerely,

*Barbara Lee*  
Barbara Lee  
Member of Congress

WASHINGTON, D.C. 20515  
U.S. HOUSE OF REPRESENTATIVES  
20-000000







## WELCOME OUR NEW STUDENTS!



Hassan Ali, Jordan Hutson, Lindsay Jager,  
Zimontal Racks, Gina Rivera, Zanasia  
Ryan, Vanessa Sanchez-Navarro,  
& Catarina Thrasher

## SPECTACULAR STUDENT SCORES!

This week, these student stars made significant improvements on their TABE scores. Student names in bold scored high enough to join the 600 Club!



Mario Jones, Hilary Beauchamp, **Raven Hall,**  
**Anna Torres, Savannah Wilson, Cynthia**  
**Bellinger, Diyana Crawford-Fernandez,**  
**Miguel Andas, & Juan Aguilar**

**I have learned over the years  
that when one's mind is made  
up, this diminishes fear.**

~ Rosa Parks, Feb. 4, 1913 - Oct. 24, 2005



## SUCCESSFUL STUDENT TRANSITIONS

*Congratulations*

Margarita Vazquez, Security, has been working for Lucas Film-Shetler Security making \$14.65 per hour!

Joel Ruzicka, Basic Culinary, has been working as an Assistant Baker for Andronico's making \$12.21 per hour!

## SAFETY OFFICER ALEX WONG'S SAFETY TIP OF THE WEEK



**TOMORROW... YOUR REWARD  
FOR WORKING SAFELY TODAY!**





## Adams Family Fables

February 17, 2012

Volume:11 Number: 6



### In This Edition:

Many Times in Maryland

X-Men Chefs are Truly Gifted and Talented

Red Rock Corporate Rolling in the Deep

Ask Roy: Roy's Right Warning

### Upcoming Events:

February 18<sup>th</sup> Sullivan County Polar Bear Plunge, Estella, PA

Feb 27 - March 2<sup>nd</sup> Managing Aggressive Behavior (MAB) Training, Columbia, MD

March 6 - 8<sup>th</sup> Adams' Job Corps Overview 101, Columbia, MD

May 14-18<sup>th</sup> Adams' Student Leadership Conference, Columbia, MD

### SUCCESSFUL SOLIS SITE VISIT

Secretary of Labor Hilda Solis and Assistant Secretary for Employment and Training Jane Oates stopped by the Woodland Center for a gourmet lunch with students and quick tour of the facility. Woodlands' amazing Culinary Arts crew prepared a fabulous meal for the Secretary, her team, student leaders, Corporate suits and the Center's senior management team. The Secretary spent the day in Maryland highlighting positive programs featured in the President's budget. Anne Arundel Community College partners, including Michael Yeakey and Minnie Jones, joined the gang to discuss Woodland's partnership with the community college.

The Secretary's visit, complete with the requisite HBI nail driving demonstration (although this time with a pneumatic nail gun) was featured in this week's DOL News Brief. Great photos of the Secretary Solis with student leaders, Carpentry and Culinary students can be viewed at [www.dol.gov/sec/newsletter/](http://www.dol.gov/sec/newsletter/).

Woodland sparked, and only had 2 days' notice! Kudos to the Woodland Director team, under the direction of Center Director Roxanne Chin and Deputy Robert Mhoone, who harnessed the positive energy of Woodland staff and students for its quick mobilization. Prep support was provided by Regional Director Dr. Francis Cole, awesome DOL Advance Ace Roberto Soberanis and the friendly, but firm Secret Service guy. The visit ended with the Secretary and students chanting "Beat Potomac" and an insider heard Assistant Secretary Oates respond "Woodland Rocks!"

### EXETER EXCELS

Deputy Center Director Linda Soderberg reports that *Exeter Top Chefs* swept the podium at the 1<sup>st</sup> Annual Rhode Island ProStart Culinary Competition this week in Warwick, RI. Four X-Men teams of Culinary Arts students competed in the competition sponsored by the RI Hospitality Association, US Foods, National Restaurant Association and Johnson & Wales University. Under the guidance of Instructors Chef Mark Bennison and Santos Nieves, the X-cellent chefs fried the competition, going gold, silver, bronze. Exeter's first place team advances to the National ProStart Competition to be held in Baltimore later this year. Members of the winning team earned scholarships from Johnson & Wales University, New England Culinary Institute, Lincoln Culinary Institute and Louisiana Culinary Institute.

### TAKING THE PLUNGE

It's projected to be a balmy 41 degrees, with a slight chance of a rainy/snow wintery mix tomorrow near Estella, PA. Why is that important, you ask? Well, a gaggle of Red Rock employees and a couple Corporate suits plan to dive into Elk Lake at Camp Brule for the Sullivan County Kiwanis annual Polar Bear Plunge! We will have all the details in next week's Fables!!

### ASK ROY

**Guy from the North Woods:** Hey, Roy, that Red Rock Polar Bear Plunge is coming up soon. Are you up for a dip in the icy lake?

**Roy:** Actually, Woodsplash, that sounds more like an activity for a woods outdoor type like yourself. I'm sure everyone would look forward to the inevitable chilling effect.

**GFTNW:** Pennsylvania is an important electoral state. I wonder if we'll see any candidates make a splash.

**Roy:** Just keep one thing in mind, Woodpenguin. Polar bears are becoming extinct. Is it actually global warming or libido cooling? Why take the chance?



# THE TREASURE TROVE



TREASURE ISLAND JOB CORPS CENTER • WEEKLY UPDATE

03/02/12

## THIS WEEK

- Career Corner-Opportunity Knocks
- Positive Reinforcement for Pleasing Performance
- Program Feature: Painting
- Cement Masonry Program Patches & Protects as Part of Center Beautification Projects
- Culinary Caters the USO Creatively!
- Welcome New Students
- Successful Student Transitions
- Spectacular Student Scores
- Safety Officer Alex Wong's Tip of the Week
- Adams Family Fabes

## CAREER CORNER

### OPPORTUNITY KNOCKS!

#### Corporate Vacancies

- Columbia, MD – Corporate Purchasing Coordinator
- Columbia, MD – Technical Assistance Manager- Student Management
- Columbia, MD – Corporate HR Manager
- Columbia, MD – Corporate Benefits Coordinator

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- Atterbury – Associate F&A Director, Social Development Director, Social Development Manager, Deputy Center Director

- Exeter – Center Shift Supervisor, IT Manager
- Gadsden – Social Development Director
- Glenmont – Center Director, Dorm Supervisor, Maintenance Manager
- Grafton – Dorm Supervisor, Center Shift Manager
- Joliet – CTT Manager, Safety/Security Supervisor
- Little Rock – Deputy Center Director, Dorm Supervisor, Finance Manager
- Red Rock – NONE
- Shriver – NONE
- Woodland – Dorm Supervisor
- Woodstock – Wellness Manager, Associate F&A Director

#### TJCC Vacancies

- LVN/Disability Coordinator
- Safety/Security Advisor
- CTT Instructor – Advanced Culinary
- Lead CTT Instructor – Security/MILCAP
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- WBL Advisor
- Part-time Recreation Advisor
- Career Transition Specialist

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## POSITIVE REINFORCEMENT FOR PLEASING PERFORMANCE!



Last week, Treasure Island Job Corps' finest were celebrated at our monthly Awards Assembly. Students won certificates, cash, and bragging rights for their excellence in various areas of the program. Security won Trade of the Month and 5 West won Dorm of the Month. Please stop by the dorms to see pictures of all the winners. Congratulations to them all! ~Laura Putnam, Residential Living Manager



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## **PROGRAM FEATURE: PAINTING**

### **PAINTING WITH SANDBLASTING STICKS: TIPS AND TOOLS OF THE TRADE**

Veteran instructors Mr. Chris Coleman (Painting) and Mr. Larry Hays (Facilities Maintenance) teamed up to provide eager students with new skills for their painting craft tool belt: Sandblasting certification. The dynamic duo led students through practice sessions to perfect the art of Sandblasting.



The first sandblasting process was patented in the US in 1870. As a cleaning method, it is often used for priming a surface for the application of paint or a sealant. When painting, one doesn't want to trap dust, dirt, bubbles in a previous layer of paint, or other imperfections under the new layer. By launching small bits of abrasive at the surface at a high speed, all imperfections are knocked loose and can then be easily washed off, creating an incredibly smooth surface upon which to lay the new layer of paint. Sandblasting may also be used for such projects as cleaning the hulls of ships or large structures such as the Golden Gate Bridge.

Seen here, students and instructors perfect the technique! ~Tom Gonzalez, Construction Technical Training Manager

### **PAINTING PROGRAM PAINTS A SWATHE OF COMMUNITY SERVICE IN SKILL ACQUISITION**

Painting Instructor Chris Coleman reports that his students are well on their way to career completion through community service. Read on!



Mr. Coleman reports: "We have 5 painters working for TIDA (Treasure Island Development Association). These trainees are re-painting 50 rental units in the back of the island. When they are complete with their six weeks of WBL (Work Based Learning) they will be receiving a grant, a letter of recommendation, tools, and possibly a chance to go to work for the city of San Francisco. They are also learning other valuable skills besides painting; skills which will help them when they purchase a property of their own."

Other trainees visited our apprenticeship program in San Leandro and received a tour from Apprenticeship Instructor, Fernando Gonzalez.

In conjunction with the apprenticeship program, we donated our time at the Habitat for Humanity job site in Daly City. There were 10 apprentices working there with their instructor, Shakir Villalobos and TIJCC substitute instructor, Steven Ice. Steve works with the trainees by sharing his specialized Drywall finishing skills. This project opened up more doors for the painting trainees by introducing them to production tools & techniques in drywall finishing. They were shown how to spray on texture in a full two bedroom condo unit - skills virtually impossible to replicate on Center!

All these experiences constitute a page full of TAR (Training Achievement Record) related items which may now be marked off as new competencies acquired, putting my trainees closer to trade completion!"

~Chris Coleman, IUPAT Painting Instructor



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## CEMENT MASONRY PROGRAM PATCHES & PROTECTS AS PART OF CENTER BEAUTIFICATION PROJECTS



Continuing Center beautification efforts, Cement Masonry Instructor Ricky Lipton and his students may be seen throughout the Center working on a variety of projects.

Their latest efforts? Throughout the Center's property there are sidewalks that are cracked or have sinkholes. The Cement Masonry class is repairing these areas by removing the old cement and patching the damaged areas. Repairing these damaged areas will not only improve the appearance of the Center, but will also eliminate a safety hazard.

Kudos to the "center proud" and "safety savvy" students & instruction staff!

~Tom Gonzalez, Construction Technical Training Manager & W.S. Parker, Business Community Liaison Director

## CULINARY CATERS THE USO CREATIVELY!



The Garde Manger class, with the support of several other classes, catered a luncheon for 75 SFO/USO volunteers and staff at the International Airport in San Francisco. The buffet was set up and maintained by Chef James and students Maria Williams and Paul Schaub. The USO very much appreciated the creativity of the Job Corps students and all hailed their efforts as a job well done. ~Herbert Huber, Lead Culinary Instructor



Clockwise from top left: Chef James & Maria Williams set up a delicious buffet lunch; Executive Director of the USO, Susan Shapira with Lead Culinary Instructor, Chef Huber, USO banner flying high; trainee Paul Schaub prepping tasty items to add to the buffet.





03/02/12

## WELCOME OUR NEW STUDENTS



Tyreisha Crooks, Ever Gonzalez, Lisa Lopez Campos, David Martinez Villa, Chelsie Martinez, Jessica Matildes, Dwight Simmons Jr., Alexander Sovari, & Jamesha Woods

## SPECTACULAR STUDENT SCORES

This week, these student stars made significant improvements on their TABE scores. Student names in bold scored high enough to join the 600 Club!



**Karen Lazo, Samira Simpson,  
& Quashiana Nickson**

**Do what you can,  
with what you have,  
where you are.**

~President Theodore Roosevelt,  
October 27, 1858—January 6, 1919



## SUCCESSFUL STUDENT TRANSITIONS

You did it!  
*Congratulations*

**Molly Ayres, ACT-CMA has been  
taking 12 units at City College of  
San Francisco!**

**Anthony Villalobos, Security, has  
been working as a Security Guard for  
Admiral Security making  
\$10.00 per hour!**

## SAFETY OFFICER ALEX WONG'S SAFETY TIP OF THE WEEK



**Don't ride in a pick-up bed! You might  
end up injured or worse... even dead!**







# Adams Family Fables

March 2, 2012

Volume:11 Number: 6



In This Edition:  
The X's South County  
Success

Awesome Ayer  
Observations

Ask Roy: Roy Shusses  
Woody Missing Flap

## EXCELLENT EXETER EFFORT EXPOSED

The *South County Independent* ran a feature this week highlighting the Domestic Violence Resource Center of South County's partnership with the Exeter Center. DVRCSC implements the *Rachel Challenge* program, a national bullying and violence abatement program. Last year, DVRCSC ran a pilot program at Exeter and received such encouraging response from students and staff that it will be replicated and presented at area schools. Kudos to Deputy Center Director Linda Soderberg and Exeter students for a taking pro-active efforts to seek positive change.

[www.scindependent.com/articles/2012/03/01/local/doc4f4fb73cc0bf9108551027.txt](http://www.scindependent.com/articles/2012/03/01/local/doc4f4fb73cc0bf9108551027.txt).

## SHRIVER SHADOW SHOWS UP IN PRINT

The Shriver Center was in the news again! Our friends at Nashoba Publishing ([www.nashobapub.com](http://www.nashobapub.com)) ran a story last week highlighting the Center's *Groundhog Job Shadow Day* activities. Several Shriver students spent the day at Ayer Town Hall shadowing a number of town employees to see local government in action. Students spent time shadowing staff from the Town Selectmen, Tax Assessor, Treasurer and Town Clerk/Tax Collector. Special thanks to the Town of Ayer's Janet Lewis who has coordinated job shadow days for Shriver students for nearly a decade!

## ASK ROY

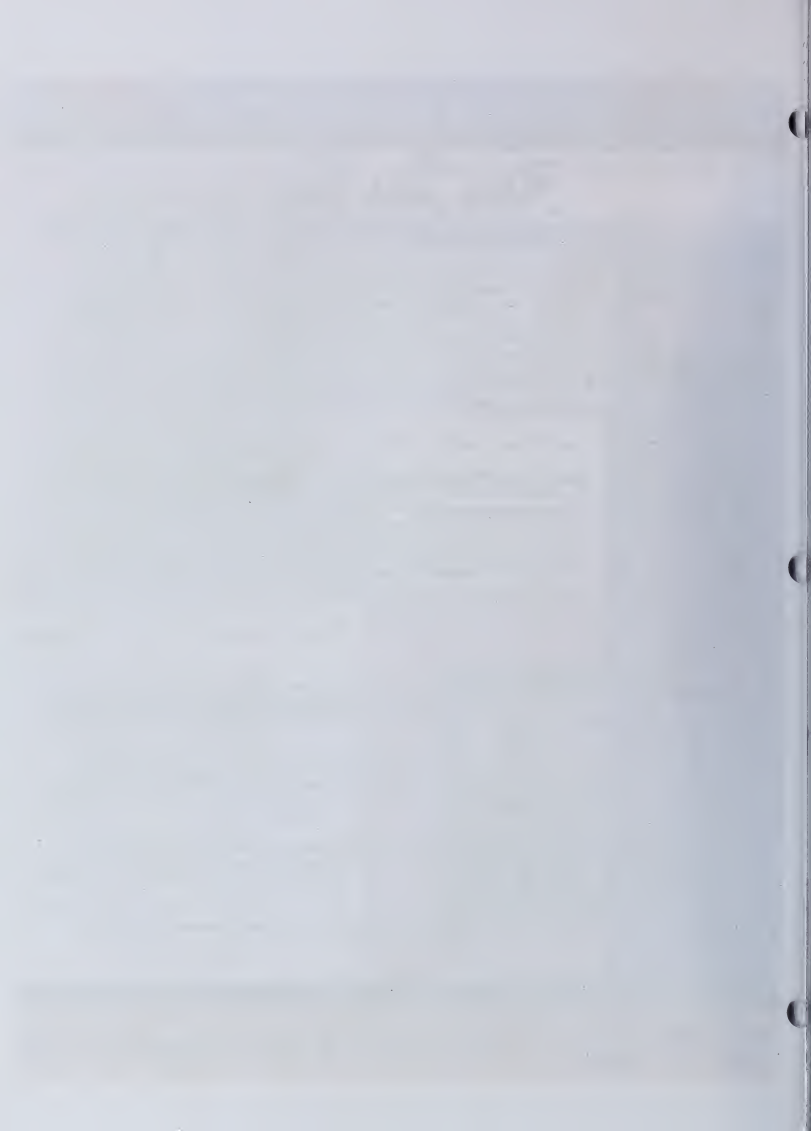
**Guy from the North Woods:** So, Roy, it has been cool up here in the real North Woods. My family and I have been on vacation skiing for week. What have you been up to?

**Roy:** Well, Woodmogul, things have been interesting in the Sierras of Tahoe. Snow storms and 100 mph winds at the summit. That will certainly rattle your long flannels flap, Woodchill.

**GFTNW:** Funny you should mention that. I packed my trusty long johns for the ski trip and when I got here, they were gone. I think my family might have something to do with that mystery.

**Roy:** I don't know, Woodflap. I think those long johns have a mind of their own!





FRIDAY, FEBRUARY 3, 2012

**Audrey & Hugo {The Winery SF}**

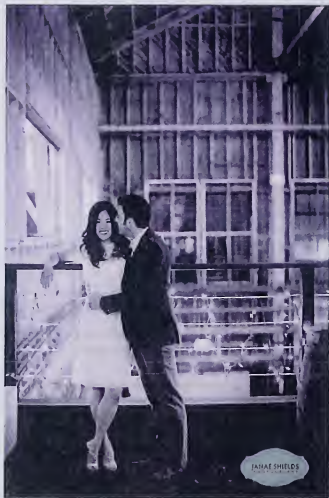
Don't be confused, The Winery SF is actually on Treasure Island and is fast becoming one of my new favorite venues. The warehouse feeling of this location was perfect for Audrey and Hugo's vow renewal. They wanted to celebrate with their bay area friends and boy did they. This was a group who knew how to party! They danced the night away with one of my favorite bands, Tainted Love.

**WEBSITE**[janaeshields.com](http://janaeshields.com)**ABOUT ME**

**JANAE SHIELDS PHOTOGRAPHY**  
SAN FRANCISCO, CA, UNITED STATES

Combining her energetic personality and creative ability, Janae captures your wedding day by documenting all the joyful elements of your celebration.

[VIEW MY COMPLETE PROFILE](#)**BLOG ARCHIVE**[▼ 2012 \(3\)](#)[▼ February \(1\)](#)[Audrey & Hugo {The Winery SF}](#)[► January \(2\)](#)[► 2011 \(40\)](#)[► 2010 \(67\)](#)[► 2009 \(74\)](#)[► 2008 \(74\)](#)[► 2007 \(2\)](#)





















POSTED BY JANA E SHIELDS PHOTOGRAPHY AT 7:00 AM

LABELS: FALL, NOVEMBER, NOVEMBER WEDDING, TAINTED LOVE, THE WINERY SF, TREASURE ISLAND

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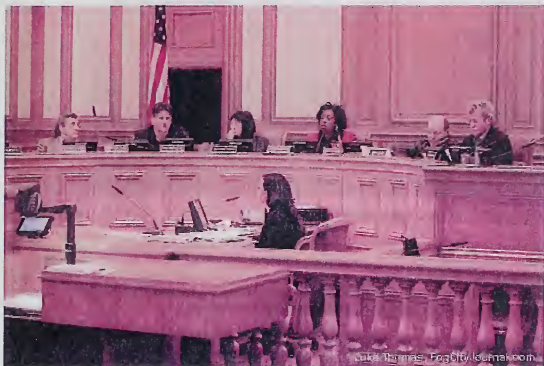
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- Fog City Journal - <http://www.fogcityjournal.com/wordpress> -

## Treasure Island Commission Calls for Good Faith Dealings with Tenants

Posted By [Kat Anderson](#) On February 14, 2012 @ 10:16 am In [Housing, Land Use, News, Politics](#) | [No Comments](#)



The Treasure Island Development Authority is a commission comprised of 7 mayoral appointees. It convened a meeting last week to review residents' concerns over a new rental agreement. Photos by Luke Thomas.

By [Kat Anderson](#)

February 14, 2012

The Treasure Island Development Authority (the City's entity that oversees Treasure and Yerba Buena Islands) on Wednesday offered information and took public comment to clarify and allay residents' concerns about a new rental agreement that property manager John Stewart Company mailed out to over 500 residents last December.

Residents had been upset by John Stewart Company actions that they saw as bad faith. Things had gotten off on the wrong foot when John Stewart Company informed TI tenants that if they did not agree to the December "Addendum" – a 27 page document that is longer than the original rental agreement – they would be evicted. Naturally, that got several residents curious about what land mines might be buried in the Addendum, and the rush to scrutinize the new document began.

Lo and behold, dedicated and sleuthy Treasure Island tenants discovered that their property manager had streamlined certain provisions that essentially deleted long-standing "just cause eviction" provisions, modeled after protections that exist in the [San Francisco Rent Stabilization and Arbitration Ordinance](#). When said residents questioned John Stewart Company Assistant Vice President Edward (Ned) York about this, he informed them that Treasure Island, a state-created entity, was not beholden to San Francisco laws that give tenants broad protections; rather, more relaxed standards according to State law are the rule.



John Stewart Company Vice President Edward York.

This did not sit well with many of the residents on hand at this first informational meeting, and things got a little heated. Mr. York attempted to quell residents' concerns by assuring them that there was no intention to take away rights or threaten any benefits that might be owed to original tenants according to Transition Housing Rules and Regulations. But, emotions were running high and good will had not been established.

Some residents at the meeting with John Stewart Company felt that the representatives had been condescending and unwilling to take their concerns seriously. Some residents also began to fear that their benefits, as affordable housing tenants, were going to be diminished or taken away, ostensibly to make it easier for the developer to get rid of them and replace them with market-rate tenants.

"It was upsetting to us to work so hard as a community to get to a point to get this development plan passed, and to have the John Stewart Company condescend to us and give us the message that if we didn't sign, we'd be evicted," said Becky Hogue, resident and elected member of the TI Citizens' Advisory Board following the hearing at City Hall. "People do feel that they [John Stewart Company] want to get rid of those of us that have been there, the pre-DDA people."

"DDA" stands for Disposition and Development Agreement, which is the contract between the Treasure Island Development Authority and Treasure Island Community Development, LLC. It became effective on July 14, 2011. Treasure Island residents who went through a qualification process and were deemed "eligible households" before July 14, 2011, are considered "pre-DDA," and retain all the rights and benefits to which they are entitled under the Transition Housing Rules and Regulations.

So, in the TIDA meeting last Wednesday, Michael Tymoff, Director of the Treasure Island Development Project in the Mayor's Office of Economic and Workforce Development, gave more background information to explain the chronology of events that have occurred in order to prepare Treasure and Yerba Buena Islands for the upcoming development by Lennar Corporation. He also explained that no policy changes were going to occur with respect to pre-DDA tenants and the benefits to which they are entitled as households eligible for transition benefits as affordable housing tenants.



Treasure Island Development Project Director Michael Tymoff.

Ned York went on to explain that even though State law ruled, the John Stewart Company was going to restore the "just cause" eviction provisions to the revised rental agreement, because the "spirit of the law" was being followed any way. He also stated that the deadline for reviewing the revised rental agreement was going to be extended to the end of March. There would be two more public information meetings, a final revised rental agreement would be distributed to residents on March 1, and the residents would have until March 30 to sign the documents.

"We're going to continue to work with the residents and we're going to go the extra mile. We're going to have the public community presentations and we will hopefully get through the process at the end of March, beginning of April," York assured FCJ following the TIDA hearing.

"Many of us were surprised to see other [property] management items rolled into this," said Commissioner John Elberling in response to a claim from a John Stewart Company representative that the addendum to the tenants' existing rental contract reflected "operational and managerial changes," rather than "policy" changes.



TIDA Commissioner John Elberling.

Linda Richardson, President of TIDA, stated, "Supervisor Jane Kim and her staff are working to be sure your concerns are addressed. She takes very seriously any issue that concerns the residents. You will have representation. . . You have ears and eyes on this board as well as your supervisor."

April Veneracion from Supervisor Kim's office said, "We have heard and received your letters and attended the January 28 resident meeting. We have heard concerns regarding the timing of the lease addendum, and we acknowledge that John Stewart Company has extended the deadline to March 1 to accommodate two additional public information meetings."



Aide to District 6 Supervisor Jane Kim, April Veneracion.

President Richardson reiterated, "TIDA [has] a policy in place to ensure that nothing is changing the tenant benefits. What we are talking about is administrative. . . We want to hear your issues. We are here to correct misinformation."



TIDA Commission President Linda Richardson.

Public commenters and commissioners alike complained that it was difficult to evaluate what changes the John Stewart Company had made to the original addendum to the rental agreement because they had been provided only the revised addendum with no inclusion of the standard "strike out" notes that people are accustomed to having at their disposal when working with draft documents. FCJ asked York if he will make available to the residents what changes have been made in the final addendum rental agreement.

"We will, in all likelihood, mail them out before [the next community meeting]," York responded.

By the end of the hearing, several tenants expressed appreciation for the support they received from the commission as well as involvement on behalf of tenants by the office of District 6 Supervisor Jane Kim.

Hogue said she felt "positive after hearing how the Board feels."

"It was nice to hear the Commission is on our side," said Hogue. "I spent a lot of time working on the plan getting it passed and I would hate to see all of our hard work be torn apart by these new leases."

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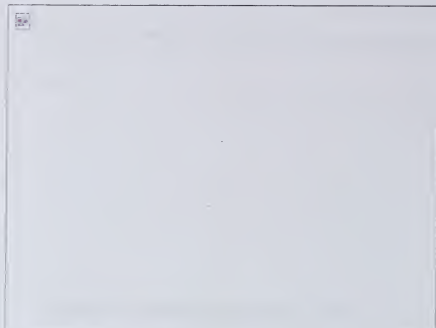
## Swords to Plowshares Announces New Residential Housing for Veteran Families

On February 15, 2012, in [General](#), Posted by Rob Kane

We are so pleased to announce our most recent housing program, "Chinook Family Residences," a permanent supportive housing facility for veteran families, which opened last month. Families are already settling into their newly renovated single family 2-bedroom apartments on Treasure Island, a safe family-oriented neighborhood of San Francisco with beautiful views of the Bay. In addition to the support of the veteran community and safe neighborhood environment, Treasure Island offers an array of programs and services for children and families.

This is the first time in Swords' long history providing supportive housing to thousands of once-homeless veterans that we have been able to provide permanent homes to veteran families – a much-needed program here in San Francisco.

In keeping with our successful continuum of care model, this permanent housing program, which consists of 12 single family units, is coupled with supportive services and direct access to Swords' full range of services.



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### 1 Response » to "Swords to Plowshares Announces New Residential Housing for Veteran Families"

1.  Tim says:

February 16, 2012 at 12:54 pm

Such beautiful apartments. Glad to see that veterans with families have a chance at a safe and affordable housing that they can proudly call their own, and not an SRO in the Tenderloin.

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Sports 

## Oracle Racing gears up for next America's Cup

Tuesday, February 21, 2012

TAGS: [america's cup](#), [san francisco bay](#), [oracle](#), [sports](#), [mike shumann](#)[Comment Now](#) [Email](#) [Print](#) [Report a typo](#)

SAN FRANCISCO (KGO) -- The 2013 America's Cup that will be held in San Francisco Bay is 15 months away, but the reigning champ, Oracle Racing, is in overdrive for the 34th cup. ABC7 takes a look at their top secret facility -- their impressive home base at Pier 80.

The entire team is there to practice on the smaller version of the final product, the AC45s. We weren't allowed to film the design work on the AC72s as competitors might use our photos for their own design.

I asked helmsman Jimmy Spithill, who won the cup for the United States in 2010, what the biggest challenges were on the bay.

"Everything, there's the tide, there's the wind, and it's not always apparent which direction to go, you know which is the most favorable way to go. Given that the bay is very small, there will be a lot of spectator craft, the boats are more physical than ever before, it's just going to be extremely challenging," said Spithill.

The actual America's Cup trimaran will be 72 feet long with a 223 foot mast. That's over 20 stories. These boats are capable of going three times the speed of the wind.

"50-60 mph, so you're really going to have to hold on," said Spithill.

The team's tactician John Kosteki was raised in Marin County and learned to sail on the bay, which makes him a bit of a ringer.

"We hope to have an advantage from my experience here on San Francisco Bay, but quite honestly the other teams will figure it out and get they'll get a hang of it," said Kosteki.

The course will be between the Golden Gate Bridge and Treasure Island, in this amphitheater we know as the San Francisco Bay.

"San Francisco is a perfect arena for it, it's going to be incredible," said Kosteki.

Pier 27 will be the place to be in 15 months for the 2013 America's Cup.

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## America's Cup deal is doing little for bay sailing

Hunter Cutting

Friday, February 24, 2012

One of the great ironies emerging from the America's Cup deal is that, despite providing benefits running into the tens of millions of dollars for the city and Port of San Francisco, the proposed deal actually won't do much of anything to support sailing on the bay. The Port

of San Francisco's recent findings, submitted under California's environmental law, nicely summed up the guaranteed benefits for recreational boating by noting the deal would "generate interest in the sport" of sailing.

While additional interest in the sport is welcome, neither the city nor the port is able to meet the current interest in recreational boating. **There are no public boatyard facilities in the city this side of Treasure Island. And the estimated wait for a berth at the city's two public marinas is close to a decade.**

To make matters worse, the public facilities to support small, recreational boating are rapidly disappearing. The ongoing renovation of San Francisco Marina is eliminating nearly all of the facilities for small boats, converting 239 of the 255 small-boat slips over to berths dedicated to large yachts.

In this light, the proposed vision to dedicate marinas developed under the America's Cup Host to super yachts (slips running 50 to 200 feet) and large boats (slips running 25 to 50 feet) does not seem to meet the full spectrum of need.

As if to add insult to injury, the large boat marina proposed by the deal's backers appears to be the equivalent of vaporware. Development of the marina is purely optional for the America's Cup Event Authority. And the agreement is very clear that none of the mandated improvements and new construction along the waterfront is to go into either of the two areas identified as candidates for hosting the marina. The deal does provide the event authority with a small incentive for developing the marina: a small handful of rent credits in exchange for dredging done elsewhere, dredging that is also purely optional for the event authority.

As San Francisco supervisors consider the proposed deal, they need to ask themselves if the vision is large enough. Some of the incentives currently doled out by the agreement should be dedicated to building facilities for sailing and boating on the bay, particularly facilities that include small

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recreational boats. The legacy of hosting the America's Cup in San Francisco needs to include all sailors, not just those lucky enough to captain super yachts.

Hunter Cutting lives and works in San Francisco. He grew up sailing in Northern California and currently sails on the bay with his two boys, ages 11 and 13.

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2012/02/24/EDUN1NBHC5.DTL>

This article appeared on page **A - 10** of the San Francisco Chronicle

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## BLOG

« All posts

Thursday, February 23, 2012

# Bay Area Cities Adjust to Life After Redevelopment

BY SARAH KARLINSKY, TOMIQUA MOSS AND LEAH TOENISKETTER



Hunters Point Shipyard, one of the redevelopment areas that has been approved to proceed despite the closure of the San Francisco Redevelopment Agency. Photo courtesy flickr user Chris D 2006

Redevelopment agencies across the state closed their doors on February 1, marking the end of an era for planning in California. SPUR has written previously about what the end of redevelopment means for the state. But how are the Bay Area's central cities — San Francisco, Oakland and San Jose — dismantling their agencies? What's going to happen to the on-going projects and existing assets held by redevelopment agencies? Is this the last word — or will we witness the creation of other planning tools to do some of the work that was previously done by redevelopment agencies?

### San Francisco

San Francisco is, in many ways, the city least likely to be impacted by the end of redevelopment — and the one in the best position to develop tools and strategies to replace it. As both a city and a county, San Francisco will not need to send its redevelopment funding to a separate county government, where it would become one of many jurisdictions fighting for remaining funds. In contrast, Oakland is one of 14 cities in Alameda County (not including unincorporated Alameda County) and San Jose is one of 15 cities in Santa Clara County (not including unincorporated Santa Clara County). Despite this, San Francisco will not emerge unscathed.

San Francisco has developed three main priorities to guide its actions in the face of redevelopment's dissolution: first, that the three large redevelopment projects (Mission Bay, Hunters Point and Transbay) that qualify as enforceable obligations under Assembly Bill 26 (the state law that dissolved redevelopment) continue uninterrupted; second, that the community development functions of redevelopment — including affordable housing production, workforce development programs, and neighborhood strengthening and investment initiatives — be protected; and third, that programs that receive state or federal matching funds continue to move forward so that matching funding is not lost.

In late January, the city adopted a resolution that laid out the plan for meeting these priorities. The resolution took four steps:

1. It identified the city as the "successor agency" to the San Francisco Redevelopment Agency, meaning that the city itself will control the former assets of the redevelopment agency.
2. It transferred the redevelopment agency's affordable housing funds to the Mayor's Office of Housing and transferred all other assets to the City Administrator's Office.
3. It required payment and performance on "enforceable obligations," or approved redevelopment projects that will be allowed to go forward. These include Mission Bay, Hunters Point Shipyard, portions of Bayview Hunters Point and Transbay.
4. It created a new oversight board to oversee the management of these enforceable obligations.

In addition, the city also rescinded the Treasure Island Development Authority as a redevelopment agency. The city has opted to convert the Treasure Island project into an Infrastructure Financing District (IFD) as opposed to a Redevelopment Area. The IFD will create a source of tax increment financing to support bonds necessary to pay for some of the infrastructure costs. By doing this, the city clarified that Treasure Island is not subject to any of the post-redevelopment constraints imposed by A.B. 26.

The upshot for San Francisco is that some of its affordable housing funding and existing major redevelopment projects are well positioned to be protected. However, some of the other work of redevelopment not considered enforceable obligations — such as economic development and project development in areas such as Visitation Valley — will require more creative approaches to move forward.

Additionally, the future of the redevelopment agency's roughly 100 employees remains unclear.

#### Oakland

In Oakland, the loss of redevelopment will be devastating to the capacity of the city to develop underutilized properties. Projects like the Broadway Auto Row project and the funds to build a new stadium for the A's could be substantially reduced or eliminated. In addition, Oakland will not be able to rely on tax increment financing to fund affordable housing: roughly 25 percent of redevelopment funding in Oakland were used to fund affordable housing.

The loss of redevelopment has also taken its toll on other aspects of Oakland's government: Redevelopment funds are deeply intertwined into more than 160 city positions in 11 departments. Rather than deliver pink slips to those employees whose jobs were funded by redevelopment, city leaders instead proposed overhauling all city operations to more efficiently provide services while retaining some redevelopment staff to help wind down current projects. On January 31, the Oakland City Council approved an amended budget accounting for the \$28 million gap from redevelopment funding. The city will eliminate 105 positions, resulting in 80 layoffs. Consolidations include combining the Office of Parks and Recreation and the Department of Human Services. Oakland will also move key administrative functions for several departments into a single Administrative Services Department, according to the city administrator. The Community and Economic Development Agency, which housed most of the city's redevelopment activities, will be dissolved into four new offices: Planning and Neighborhood Preservation, Housing and Community Development, Economic and Workforce Development, and Neighborhood Investment. The City of Oakland has also identified itself as the successor agency and will prioritize projects like the Oakland Army Base that have enforceable obligations to move forward. The City administrator's office will manage the remaining assets from the elimination of redevelopment.

#### San Jose

Established in 1956, the San Jose Redevelopment Agency (SJRA) invested billions of dollars in four program goals:

1. Creating jobs and expanding business through investments in projects such as Cisco's campus in North San Jose and Adobe's headquarters in the downtown,
2. Building public facilities such as the Repertory Theater and the 4th Street Parking Garage,
3. Developing and preserving affordable and market rate housing and
4. Strengthening neighborhoods through the Strong Neighborhoods Initiative and Neighborhood Business Districts.

The agency used the tax increment from its roughly 19,000 acres of designated redevelopment areas to borrow against and reinvest in other areas. In doing so in an arguably overly robust way, they became the state's second largest redevelopment agency as measured by tax revenue, and the City of San Jose's "go to" for funding and approval of almost all major projects in the last several decades.

The SJRA began planning for its own shuttering a few years ago when the state began withdrawing funds from all redevelopment agencies. With the realization that it was overleveraged and would be unable to continue even if the option to "pay to play" was made available, the agency began reducing its workforce from 119 employees in 2009 to 10 employees today — just enough to manage its obligations on \$3.8 billion of remaining debt. The San Jose City Council took its final action to end the agency in late January by:

1. Creating an official successor agency to manage the majority of the remaining debt,
2. Naming the city manager as the executive officer of the successor agency and
3. Creating the Successor Agency Fund, which allows the city to take over the debts of the affordable housing assets and activities that had been funded by the SJRA.

Because of the SJRA's debt obligations, it will be decades before any tax increment is available to Santa Clara County or the state.

The end of redevelopment in San Jose will have far-reaching and likely yet unknown impacts, and there are many questions still to be answered. What happens to the Strong Neighborhood designations and areas of investment? How will the San Jose Department of Housing replace the 20 percent of its budget that came from SJRA affordable housing funds? How will the City of San Jose continue to provide the necessary infrastructure in downtown and offer incentives for future development?

#### Next Steps

It remains unclear how cities in California will fare in the wake of redevelopment's disappearance. Some of the tools that might replace redevelopment, such as Infrastructure Financing Districts, are complicated to use and don't fund all of the things redevelopment used to do. SPUR is committed to figuring out what should be next now that redevelopment is gone. We are going to need new tools if our cities are to thrive.

Join us February 29 for a SPUR forum: The Death of Redevelopment >>

TAGS: COMMUNITY PLANNING

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## THE WALL STREET JOURNAL

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SAN FRANCISCO BAY AREA | Updated March 7, 2012, 3:45 p.m. ET

# Winery Trouble on Treasure Island

*Vintners Are Feuding on Man-Made Patch of Land Where a Cottage Industry Has Formed and a Major Redevelopment Looms*

By JOHN LETZING

**TREASURE ISLAND**—This 365-acre piece of man-made land, built atop dredged mud and below the Bay Bridge, has become the unlikely home to a growing crop of wineries with soured relationships.

The five-year-old Treasure Island winery community—consisting of four wineries and a fifth that is expected to open—is suffering growing pains. Co-founders of the first winery split and remain on uneasy terms. Two wineries have squabbled over the placement of signs, while resentment toward the island's biggest winemaker has flared. In addition, a couple of wineries have been at odds over a trademark.

"We're not playing as a good community," says Jim Mirowski, the owner of Treasure Island Wines, the first winery founded on the island in 2007.

Treasure Island's wineries are part of a growing wave of urban wineries, which bring in grapes from rural regions to be crushed and bottled in the concrete jungle. The feuds between the island's wineries are rooted in conflicting views on how their cottage industry should develop, especially as a massive redevelopment looms.

The U.S. Navy still owns the island, where the wineries sit in a ghost town of former military buildings, with the nonprofit Treasure Island Development Authority serving as administrator. In 2010, San Francisco endorsed redevelopment plans for the island that call for thousands of new residential units, as well as retailers and restaurants.

The five wineries—Treasure Island Wines, Fat Grape Winery, The Winery SF, Bodega Wine Estates and the forthcoming Kendric Vineyards—aren't guaranteed to be part of the redevelopment and could be left without a space, says Director of Island Operations Mirian Saez.

The wineries, which lease space from the Treasure Island Development Authority, don't generally see the redevelopment as imminent. For now, they play an important role in bringing out curious sightseers and wine enthusiasts.

The wineries have helped prop up amenities such as restaurants, says Desmond Crisis, one of the island's roughly 2,200 residents.

As small businesses, however, the wineries have a mixed record. Mr. Mirowski says Treasure Island Wines is "cash flow positive," and the proprietor of The Winery SF plans to expand with new tasting rooms. But Patrick Bowen, the owner of Fat Grape, says he is struggling financially with his model of producing wine without sulfites. The wineries declined to detail their financials.

The rifts in the island winery community surfaced several years ago. Mr. Mirowski and then-partner Robert Amox opened Treasure Island Wines in 2007 in about 10,000 square feet of space but split in 2010 over issues they declined to specify. Mr. Mirowski declined to go into detail, saying Mr. Amox "did some things that were unfortunate."

Mr. Amox said that suggestion was laughable and declined further comment, citing a legal settlement. "I basically just don't mention them," he said of Treasure Island Wines. Shortly after the falling out, Mr. Amox founded Bodega Wine Estates, two blocks north of Treasure Island Wines.

Around the same time Mr. Amox left Treasure Island Wines, Mr. Mirowski asked Bryan Kane, a winemaker renting space at the business, to leave. Mr. Mirowski says Mr. Kane had taken undeserved credit for the overall operation. Mr. Kane, a former Oracle Corp. manager, says he isn't sure why he was jettisoned.

In 2010, Mr. Kane started The Winery SF in 20,000 square feet at a former naval hangar, becoming the island's biggest winery. Mr. Kane owns a vineyard north of Napa, and says he plans to open two more facilities on Treasure Island that would showcase different wines.

Mr. Kane has splashed a large sign on his facility beckoning drivers pulling off the Bay Bridge to "The Winery," and has organized events such as a wine crawl. He says his efforts help all the wineries on the island with publicity.

But Mr. Mirowski says the island's wineries might be better off maintaining a lower profile and focusing on a smaller amount of high-quality production. "If it turns into a Disney ride like Fisherman's Wharf, that will be unfortunate," he says.

Mr. Bowen, who founded Fat Grape in 2008, says he is also wary of Mr. Kane's expansion plans and notes that one of Mr. Kane's forthcoming locations sits near his own winery. "My attitude is, you know, you've already got 95% of the people who come onto the island," Mr. Bowen says.

Mr. Bowen, Mr. Amox and others say despite past differences, winery owners on the island do make an effort to send foot traffic to one another's establishments for wine tasting.

Mr. Kane says he would like the island's winemakers to put their differences aside and collaborate. At the same time, he is having a trademark dispute with Mr. Mirowski.

That fracas stems from Mr. Mirowski's registration of a trademark for "Treasure Island Wines" last year. Mr. Mirowski alleges Mr. Kane has infringed on the trademark by using the phrase to promote events. "We've sent him cease-and-desist letters," Mr. Mirowski says.

Mr. Kane says he would rather leave the matter up to a trademark attorney, adding that he hopes the dispute is in the past.

Still another point of contention has been signs. Fat Grape's Mr. Bowen says he was once placing signs for his winery on the island when Mr. Mirowski drove past and shouted at him. He says Mr. Mirowski has expressed dismay about the placement of Fat Grape signs close to Treasure Island Wines.

Mr. Bowen says Mr. Mirowski later apologized. Mr. Mirowski says his message to Mr. Bowen was: "You want to start a sign war, I can do it. But why don't we do it classy?"

Ms. Saez of the Treasure Island Development Authority says friction is natural for any new entrepreneurial niche. Despite the bickering, the wineries have been a positive development because they "get people excited about the island today, so they see the vision of tomorrow," she says.

Write to John Letzing at [john.letzing@dowjones.com](mailto:john.letzing@dowjones.com)

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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

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MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

**To:** Mirian Saez, Director of Island Operations  
**From:** Marianne Mazzucco Thompson  
**Date:** February 21, 2012  
**Re:** 311 Roll Out 

1. Review of TIDA pages with 311 to insure that 311 Customer Service Representatives will direct requests to the appropriate agency, housing provider or service provider.  
Completed by March 9, 2012
2. Prepare and send letter to all Treasure Island residents and commercial tenants regarding access and use of 311.  
Draft of letter to DIO March 9, 2012, with letter sent March 15
3. Contained in mailing will be 311 brochures.
4. Place the 311 Icon larger on the front page of the TIDA website, March 15, 2012
5. Place brochures at all public spaces, March 15, 2012
6. E-blast of 311 from JSCo, March 15, 2012
7. Have 311 present at Housing partners meeting, March 22, 2012
8. Have guard at the gate hand out 311 brochures, March 15, 2012
9. 311 Article for April newsletter, April 1, 2012
10. Have 311 present at April Community meeting, April 18, 2012



*[The following text is extremely faint and illegible due to the quality of the scan. It appears to be a multi-paragraph document or a list of items.]*

CITY & COUNTY OF SAN FRANCISCO

ISLAND DEVELOPMENT AUTHORITY

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MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

**To:** Mirian Saez, Director of Island Operations  
**From:** Richard A. Rovetti, Deputy Director of Real Estate  
**Date:** March 8, 2012  
**Re:** Improvement of Cellular Phone Reception on Treasure Island

---

I am writing to follow-up on my August 2, 2011 memo responding to Director Elberling concerning improving cellular coverage on Treasure Island. Over the past couple of months, I have worked with representatives of New Cingular Wireless PCS, LLC (AT&T) and T-Mobile West Corporation (T-Mobile) regarding the feasibility of improved cell phone reception on Treasure Island. Both companies currently operate cell sites on Treasure and Yerba Buena Islands.

T-Mobile and AT&T representatives both analyzed the feasibility of utilizing existing infrastructure to create a Distributed Antenna System (DAS) on Treasure Island in order to provide improved coverage. There are two major types of DAS: Single Wireless Carrier or Neutral Host. A Single Wireless Carrier DAS only provides service for the wireless carrier who installed and operates the system. Thus, not a good solution for users utilizing a competing carrier. A Neutral Host DAS provides the ability for wireless carrier to share the antenna network, thus providing service to users of all carriers on the DAS. T-Mobile and AT&T both state that anyone undertaking this endeavor would need a long lease in order to amortize their expenses. Unfortunately, given the timeframe for development and the Authority's existing leasing parameters, a DAS solution is unrealistic.

On March 6, 2012, Project Office Staff met with Eddy Dominguez of Champion Telecom regarding installing a Mobile Communication Platform or CellSite on Wheels (COW) on Treasure Island. The COW solution allows for the same coverage as a permanent cell site while maintaining its mobile flexibility. This allows the COW to be relocated quickly in support of development activities or to support Disaster Recovery due to Treasure in the event of a regional disaster.

Three current locations exist on Treasure Island with the line of sight necessary to provide year- round support to residents as well as to transmit microwave signals across the Bay. The locations under analysis are:

- Existing tower between Hangers 2 and 3;
- Roof of Star Barracks North; and
- Roof of Building 670 (the "Brig").

#### NEXT STEPS

Champion Telecom proposes analyzing the above locations to determine the best suitable location for COW installation. If determined feasible, Project Office Staff will then begin negotiating the terms of a month-to-month sublease with Champion Telecom. Staff will return to the Authority Board of Directors to request Board approval, as deemed necessary.



CITY & COUNTY OF SAN FRANCISCO



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

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**To:** Treasure Island Development Authority Board of Directors  
**From:** Mirian Saez, Director of Island Operations  
**Date:** March 9, 2012  
**Re:** Treasure Island Development Authority Website

---

In March of 2009, the City and County of San Francisco Creative Services division of the Department of Technology executed a redesign of the Treasure Island Development Authority website. At the time of this redesign, staff identified key priorities which guided the content population of the website and prominence of specific content with the site. "Content" in this context refers to the topics, subjects and information the site delivers to the general public. Those priorities were as follows:

- (1) Promotion and marketing of the Authority's revenue-generating resources, specifically its Special Events venues and commercial leasing and residential housing opportunities.
- (2) Accessibility to public documents and information regarding the transfer and development of Treasure and Yerba Buena Islands.
- (3) Ease of navigation to pertinent public documents and information concerning the Authority Board and Citizen Advisory Board.
- (4) Dissemination of important public and community based information and news regarding on-island events, activities and attractions.
- (5) Relative simplicity of design and movement throughout the site to allow for ease of access and navigation by members of the public accessing the internet at slower connection speeds.

Delivery of certain information to the public through the website, such as draft iterations of development plan documents, may not be as critical now as it was or has been in past. Conversely, certain information which four

years ago was not deemed critical, such as available recreation opportunities, may now require more prominence. Additionally, advances in website content management allows for a potentially higher level of interactive features within the site which may not have always been feasible, including rotating images and video clips.

In the subsequent four years, multiple milestones have been reached in all facets of Treasure Island reuse, including dramatic increase in on-island commercial tenancies, an increase in on-island recreation activities, an increase in on-island Special Events, and the approval and adoption of a multi-layered development plan for Treasure and Yerba Buena Islands. In order to assure that the TIDA website is maximizing TIDA's web presence while still serving its intended target audience, periodic re-assessment of the priorities driving content on the website is warranted.

Over the coming months, Project Office staff will assess the initial priorities of the TIDA website against the current reuse and future development goals for Treasure and Yerba Buena Islands and will adjust content on the website accordingly as interim reuse and development planning activities continue. Additionally, data available from the City's Department of Technology will provide staff an insight into current visitor traffic on the website, including the number of visits to specific pages throughout the site, the frequency of public access to documents and information contained on the site, and other visitor information which will enlighten staff as to the habits and priorities of visitors to the TIDA website. Staff also anticipates improvements to the website through incorporation of improved images and graphics throughout the site through collaboration with existing on-island creative entities and organizations.

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**AGENDA ITEM 6 (b)**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of March 14, 2012**

**Subject:** Authorizing the Director of Island Operations to Retroactively Execute a Second Extension of the Loan Agreement with the Fine Arts Museums of San Francisco for the Temporary Loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific" (*Action Item*)

**Staff Contact/Phone:** Mirian Saez, Director of Island Operations  
(415) 274-0660

**SUMMARY OF PROPOSED ACTION**

This item seeks the approval of the Board of Directors of the Treasure Island Development Authority ("Authority") to execute an Extension of the Loan Agreement with the Fine Arts Museums of San Francisco ("FAMSF") for the purposes of extending the temporary loan of the Miguel Covarrubias mural "The Fauna and Flora of the Pacific", one of the six murals which makes up the overall "Pageant of the Pacific" mural set.

**BACKGROUND**

"The Fauna and Flora of the Pacific" ("The Mural") is the title of one of the murals which comprise the Authority's "Pageant of the Pacific" mural set painted by famed Mexican muralist Miguel Covarrubias for the 1939-1940 Golden Gate International Exposition.

At its June 11, 2008 meeting, the Authority approved the temporary loan of the Mural to FAMSF for the purpose of installation and display of the Mural in the Latin American wing of the deYoung Museum. At its January 14, 2009 meeting, the Authority Board approved an extension to the Loan Agreement through February 28, 2012. Due to the mural's popularity and positive public reception during the term of the Agreement, FAMSF has requested to again extend the loan of the Mural through February of 2013 in order to allow continued display of the Mural at the deYoung Museum. FAMSF will continue to honor all terms of the Loan Agreement throughout the term of the Second Extension, including payment of all costs associated with display, insurance and security of the mural.

**RECOMMENDATION**

Staff recommends approval of the Second Extension to the Loan Agreement.

**EXHIBITS**

- A Second Extension of Loan Agreement between the Authority and the Fine Arts Museums of San Francisco
- B Image of "The Fauna and Flora of the Pacific" on display at deYoung Museum

## FINE ARTS MUSEUMS OF SAN FRANCISCO

## LOAN AGREEMENT

☐ Legion of Honor  
Lincoln Park, San Francisco, CA 94121  
415 750 3600, 415 750 3656 Fax

☒ de Young, 50 Hagiwara Tea Garden Dr.  
San Francisco, CA 94118  
415 750 3680, 415 750 7692 fax

Document No: 6901

Exhibition: deYoung Gallery 4: Art of the Americas

Venues & Dates: de Young Museum: 2/29/12 to 3/1/13

Depositor: *One* Treasure Island Development Authority  
416 Avenue of Palms, Building 1, 2nd Floor  
San Francisco, CA 94130 USA  
415 274 0665

FEB 10 2012

Credit Line:  
(for label)

INSURANCE: Do you wish the Fine Arts Museums of San Francisco to insure your art object? ☒ Yes ☐ No

If Yes, state insurance value above. (FAMSF is prepared to insure art objects on your behalf for this amount only while objects are in our care, custody or control.)

If No, and you prefer to maintain your own insurance coverage, please estimate premium per month: \$

PACKING AND SHIPMENT:

LOANS ARE TO REACH THE

MUSEUM BY DATE OF

VIA:

Packing & transportation costs of this loan will be assumed by:

PLEASE COMPLETE INFORMATION FOR MUSEUM RECORDS ON BOTH SIDES OF FORM

REG NO.	MAKER/COUNTRY	TITLE/DESCRIPTION	VALUE
L.08.52.1-12 A.387282	Miguel Covarrubias (Mexican) 1904-1957	The Fauna and Flora of the Pacific (from the Pageant of the Pacific murals, 1939 Treasure Island Exposition), 1939 Lacquer fresco on hardboard, 179 3/4 x 286 1/2 in. (456.6 x 727.7 cm) Treasure Island Development Authority	\$ 1,500,000



THE  
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OF THE  
WORLD

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OCEAN  
FISHES  
OF THE  
WORLD



FILE NO. \_\_\_\_\_

[Loan of a Miguel Covarrubias Mural to the Fine Arts Museums of San Francisco]

Authorizing the Director of Island Operations to Retroactively Execute a Second Extension to the Loan Agreement with the Fine Arts Museums of San Francisco for the Temporary Loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific".

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over former Naval Station Treasure Island (the "Base"), and (ii) with respect to those portions of the Base which are subject to the public trust for commerce, navigation and fisheries (the "Tidelands Trust"), vested in the Authority the authority to administer the Tidelands Trust as to such property; and,

WHEREAS, The Tidelands Trust prohibits the sale of Tidelands Trust property into private ownership, generally requires that Tidelands Trust property be accessible to the public and encourages public oriented uses of trust property that among other things, attract people to the waterfront, promote public recreation, protect habitat and preserve open space; and,

1       **WHEREAS**, On March 29, 2001, the Authority approved a resolution accepting as a  
2 gift from the Port of San Francisco five Miguel Covarrubias murals collectively titled  
3 "Pageant of the Pacific" (the "Murals"); and,

4       **WHEREAS**, At it's June 11, 2008 meeting, the Authority approved the temporary  
5 loan of an individual mural "Fauna and Flora of the Pacific" ("the Fauna and Flora Mural") to  
6 The Fine Arts Museums of San Francisco ("FAMSF") for the purpose of publicly displaying  
7 the Fauna and Flora Mural at the deYoung Museum from June 2008 through February of  
8 2009; and,

9  
10       **WHEREAS**, At it's January 14, 2009 meeting the Authority approved an extension of  
11 the temporary loan of the Fauna and Flora Mural through February of 2012; and

12       **WHEREAS**, FAMSF has requested a second extension of the Loan through  
13 February of 2013 in order to allow for continued public display and appreciation of the  
14 Fauna and Flora Mural at the deYoung Museum; and

15       **WHEREAS**, Under the terms of the second extension, FAMSF shall continue to  
16 cover all costs related to the transportation, insurance, handling and display of the Fauna  
17 and Flora Mural throughout the term of the second extension; now therefore be it,

18  
19       **RESOLVED**, That the Authority hereby authorizes the Director of Island Operations  
20 or her designee to retroactively execute the Second Extension to the Loan Agreement in  
21 substantially the form attached hereto as Exhibit A with the FAMSF for continued temporary  
22 loan of the Miguel Covarrubias Mural "Fauna and Flora of the Pacific"; and, be it

23       **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director  
24 of Island Operations or her designee to enter into any additions, amendments or other  
25



1 modifications to the Loan Agreement that the Director of Island Operations determines in  
2 consultation with the City Attorney are in the best interests of the Authority, that do not  
3 materially increase the obligations or liabilities of the Authority, that do not materially reduce  
4 the rights of the Authority, and are necessary or advisable to complete the preparation and  
5 approval of the Agreement, such determination to be conclusively evidenced by the  
6 execution and delivery by the Director of Island Operations or her designee of the  
7 documents and any amendments thereto.

8  
9  
10 **CERTIFICATE OF SECRETARY**

11 I hereby certify that I am the duly elected and acting Secretary of the  
12 **Treasure Island Development Authority, a California nonprofit public benefit**  
13 **corporation, and that the above Resolution was duly adopted and approved by the**  
14 **Board of Directors of the Authority at a properly noticed meeting on March 14,**  
15 **2012.**  
16  
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Larry Mazzola, Jr., Secretary  
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**AGENDA ITEM 7**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of March 14, 2012**

**Subject:** Resolution Providing that Members of the Board of Directors of the Treasure Island Development Authority are Eligible to Participate in the Health Service System of the City and County of San Francisco, and Providing for Employer Contributions for Health Benefits (Action Item)

**Staff Contact:** Mirian Saez, Director of Island Operations  
(415) 274-0660

**SUMMARY**

Treasure Island Development Authority Directors have requested to participate in the San Francisco Health Service System. In order to accomplish this goal, the Treasure Island Development Authority must elect to participate in San Francisco Health Service System.

**BACKGROUND**

The day-to-day operations of the Treasure Island Development Authority are performed by employees of the City and County of San Francisco's General Services Agency ("CCSF GSA") staffed to the Treasure Island Project Office through a Memorandum of Understanding ("MOU") between the Authority and CCSF GSA. All personnel matters including staff salary payment and provision of medical benefits are managed by CCSF GSA. As such the Authority is not currently enrolled in the City's Health Service System for the purpose of providing medical benefits.

**ENROLLMENT IN SAN FRANCISCO HEALTH SERVICE SYSTEM**

Project Office staff has been in contact with San Francisco Health Service System (HSS) to determine the steps necessary to allow Directors to participate in the HSS medical benefit system. Currently, members of City and County of San Francisco Boards and Commissions who participate in HSS make a monthly Employee Contribution to HSS. The Authority would make a monthly per-Director Employer Contribution to HSS for each Director choosing to enroll in HSS. The Employer Contribution, a flat rate established by HSS, does not vary based on which HSS-qualified health care provider the Director chooses to enroll with, save for annual adjustments. The Employee Contribution amount made by Directors, a monthly amount also established by HSS, would vary between health care providers. Should a Director wish to enroll dependents, the Employee Contribution would increase exponentially. The current monthly Employer Contribution for City Boards and Commissions established by HSS is

\$503.94 per enrolled member. HSS Active Employee Rates for Plan Year 2011-2012 are attached as **Exhibit A**.

Under Section 16.700 of the San Francisco Administrative Code, the Authority Board may elect to participate in HSS. Under Section 16.701 (e) of the San Francisco Administrative Code, the Authority Board determines the Employer's Contribution for health benefits for Authority Board members and Authority employees eligible to participate in HSS. This resolution would affirmatively elect to participate in the HSS system and provide that the Authority will pay the Employer Contributions equal to the health benefit premiums established by HSS for health benefits for Directors and any enrolled dependents, in the plan of the Director's choosing. Upon electing to participate in HSS, and assuming the required amendments to the Authority's Bylaws discussed below are approved at the April 11, 2012 Authority Board meeting, Directors would be eligible to enroll in the HSS Open-Enrollment Period in April, 2012. 2012 HSS Open Enrollment information is attached to this Staff Summary as **Exhibit B**.

## **FINANCIAL IMPACT**

The current monthly HSS Employer Contribution amount established for Boards and Commissions is \$503.94. The annual Employer Contribution cost to the Authority would be \$6,047.28 per participating Director per year. Should all eligible Directors chose to participate the maximum annual cost to the Authority would be approximately \$43,000. It should be assumed that the monthly Employer Contribution and Employee Contribution rates set by HSS will adjust incrementally upward each year.

## **NEXT STEPS - AMENDMENTS TO AUTHORITY BYLAWS**

On May 20, 1998, the Treasure Island Development Authority ("Authority") Board of Directors ("Authority Board") approved and adopted the First Amended and Restated Bylaws of the Authority setting the number of Directors serving on the Authority Board. On April 14, 2004, the Authority Board approved the Second Amended and Restated Bylaws authorizing the member of the Board of Supervisors in whose Supervisorial District Treasure and Yerba Buena Islands are located to serve on the Authority Board as a non-voting, ex-officio Director. The Second Amended and Restated Bylaws are heretofore referred to as the "Authority Bylaws". By electing to allow Director participation in HSS, revisions to the Authority Bylaws are necessary. There are two key provisions that would conflict with Director's receiving health care benefits. The first provision is Article III Section 3, which currently reads as follows:

### **Article III - Section 3.      Dedication of Assets**

Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1<sup>(1)</sup> of these Bylaws. No



part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California.

By electing to participate in HSS, regular Employer Contributions for any Director enrolled in HSS would be made to HSS out of the Authority's annual operating budget. As the Bylaws are currently written, such health-care benefits accrued by Directors would be defined as falling outside the currently allowable dedication of assets in that a benefit, in this case access to health care offered by HSS and the accompanying Employer Contribution, is being inured to a Director from Authority assets. In order to alleviate this conflict, Article III Section 3 of the Bylaws is proposed to be amended as follows (*additions in bold italics*):

**Article III - Section 3. Dedication of Assets**

Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1 of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California, *except for the participation in the San Francisco Health Service System.*

The second provision that would conflict with Director's receiving health benefits is Article V Section 15, which currently reads as follows:

**Article V - Section 15. Compensation of Directors**

No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, except that any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.

By electing to allow Directors participation in HSS, the HSS health-care benefits available to a Director due to their position on the Authority Board would constitute compensation for their service on the Authority Board. In order to alleviate this conflict, Article V Section 15 of the Bylaws is proposed to be amended as follows (*additions in bold italics, deletions in strikethrough*):

**Article V -Section 15. Compensation of Directors**

No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, except *for health care benefits*, and that any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.

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*planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of that certain property commonly known as Naval Station Treasure Island, including Treasure Island and Yerba Buena Island, and all tide and submerged lands and rights of access and other appurtenances thereto (the "Base"), for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City").*

A full version of the proposed Third Amended and Restated Bylaws of the Treasure Island Development Authority is attached to this Staff Summary as Exhibit C. The proposed revised language is found in red-line format within the document. Proposed amendments to the Authority Bylaws require an initial public notice period prior to action on the proposed amendments, as dictated by the City Charter. Hearing and approval of the proposed Third Amended and Restated Bylaws will be calendared for the Authority Board's April 11, 2012 regular meeting.

## **RECOMMENDATION**

Staff recommends approval of the item and authorizes the Executive Director to undertake all steps necessary to confirm HSS eligibility of members of the Authority Board for HSS benefits.

## **EXHIBITS**

- A Health Service System Plan Year 2011-2012 Contribution Rates
- B HSS 2012 Open Enrollment Information - *Pending*
- C Proposed Third Amended and Fully Restated Bylaws of the Treasure Island Development Authority

Prepared by Peter Summerville  
for Mirian Saez, Director of Island Operations

## Active City &amp; County of San Francisco Employees

Plan Year 2011-2012

## BI-WEEKLY PREMIUM CONTRIBUTION RATES: EMPLOYEE ONLY

MEDICAL PLAN RATES	BLUE SHIELD HMO		KAISER HMO		CITY HEALTH PLAN PPO	
	Employer Pays	Employee Pays	Employer Pays	Employee Pays	Employer Pays	Employee Pays
Auto Machinists Local 1414	272.03	0	233.18	0	272.03	240.68
Bldg Inspectors, Classes 6331/6333	272.03	0	233.18	0	512.71	0
Bricklayers Local 3/Hodcarriers Local 36	272.03	0	233.18	0	512.71	0
Carpenters Local 22	272.03	0	233.18	0	512.71	0
Cement Masons Local 580	272.03	0	233.18	0	512.71	0
DA Investigators Association	272.03	0	233.18	0	272.03	240.68
Deputy Probation Officers Association	272.03	0	233.18	0	512.71	0
Deputy Sheriffs Association	272.03	0	233.18	0	512.71	0
Electric Workers Local 6	272.03	0	233.18	0	272.03	240.68
Firefighters Local 798	272.03	0	233.18	0	512.71	0
Glaziers Local 718	272.03	0	233.18	0	512.71	0
IFPTE Local 21/22	272.03	0	233.18	0	512.71	0
Institutional Police Officers Association	272.03	0	233.18	0	512.71	0
Ironworkers Local 377	272.03	0	233.18	0	512.71	0
Laborers International Union Local 261	272.03	0	233.18	0	272.03	240.68
Municipal Attorneys' Association	272.03	0	233.18	0	512.71	0
Operating Engineers Local 3	272.03	0	233.18	0	512.71	0
Painters Local 4	272.03	0	233.18	0	512.71	0
Physicians and Dentists Unit 80C	272.03	0	233.18	0	512.71	0
Pile Drivers Local 34	272.03	0	233.18	0	512.71	0
Plasterers Local 66	272.03	0	233.18	0	512.71	0
Plumbers & Pipefitters Local 38	272.03	0	233.18	0	512.71	0
Police Officers Association	272.03	0	233.18	0	512.71	0
Roofers Local 40	272.03	0	233.18	0	512.71	0
SEIU Local 1021 Miscellaneous	272.03	0	233.18	0	512.71	0
SEIU Local 1021 Staff Nurses	232.59	39.44	232.59	0.59	232.59	280.12
SEIU Local 1021 Per Diem Nurses <sup>1</sup>	0	272.03	0	233.18	0	512.71
SEIU Local 1021 Fire Rescue Paramedics	272.03	0	233.18	0	512.71	0
Sheet Metal Workers Local 104	272.03	0	233.18	0	512.71	0
Stationary Engineers Local 39	232.59	39.44	232.59	0.59	272.03	240.68
Supervising Nurses Local 856	232.59	39.44	232.59	0.59	232.59	280.12
Supervising Probation Officers	272.03	0	233.18	0	512.71	0
Teamsters Local 350	232.59	39.44	232.59	0.59	232.59	280.12
Teamsters Local 853	272.03	0	233.18	0	512.71	0
Teamsters Local 856	272.03	0	233.18	0	512.71	0
Theatrical Stage Employees Local 16	272.03	0	233.18	0	512.71	0
TWU Local 200 and 250A, Class 7410	272.03	0	233.18	0	512.71	0
TWU Local 250A, Class 9163	272.03	0	233.18	0	512.71	0
TWU Local 250A, Multi Unit	272.03	0	233.18	0	512.71	0
Unrepresented Employees (Misc.)	272.03	0	233.18	0	272.03	240.68
Superior Court Employees Local 21	272.03	0	233.18	0	512.71	0
Superior Court Employees Local 1021	272.03	0	233.18	0	512.71	0
Superior Court Judges	272.03	0	233.18	0	512.71	0
Superior Court Reporters	272.03	0	233.18	0	512.71	0
Superior Court Staff Attorneys	272.03	0	233.18	0	512.71	0
Superior Court Staff Attorneys Cash Back	272.03	0	233.18	0	476.08	36.63
Superior Court Unrepresented Professionals	272.03	0	233.18	0	512.71	0
Commissioners (Monthly Rates) 1	503.94	85.46	503.94	1.28	503.94	606.93

DENTAL PLAN RATES	DELTA DENTAL		DELTACARE USA		PACIFIC UNION DENTAL	
	Employer Pays	Employee Pays	Employer Pays	Employee Pays	Employer Pays	Employee Pays
Most Unions 2	32.65	2.31	12.00	0	12.83	0

<sup>1</sup> Pursuant to the current collective bargaining agreement with SEIU Local 1021, Per Diem Nurses who enroll in HSS-administered health and dental benefits are subject to premium contributions. Some Commissioners are also required to pay dental plan premiums.

<sup>2</sup> Per collective bargaining agreements as of the date this guide was printed, these employee groups do not pay the Delta Dental premiums: Auto Machinists Local 1414, DA Investigators Association, Electrical Workers Local 6, Laborers International Union Local 261, Stationary Engineers Local 39, Unrepresented Employees (Misc.), Deputy Sheriffs Association, SF Sheriffs Managers and Supervisors' Association, SEIU Local 1021 Staff Nurses, Teamsters Local 856 Supervising Nurses and all Superior Court employees. Other unions listed pay Delta Dental premiums.

## BI-WEEKLY PREMIUM CONTRIBUTION RATES: EMPLOYEE + 1

MEDICAL PLAN RATES	BLUE SHIELD HMO		KAISER HMO		CITY HEALTH PLAN PPO	
	Employer Pays	Employee Pays	Employer Pays	Employee Pays	Employer Pays	Employee Pays
Auto Machinists Local 1414	504.16	39.44	465.30	0.59	551.98	453.55
Bldg Inspectors, Classes 6331/6333	504.16	39.44	465.30	0.59	551.98	453.55
Bricklayers Local 3/Hodcarriers Local 36	504.16	39.44	465.30	0.59	551.98	453.55
Carpenters Local 22	504.16	39.44	465.30	0.59	551.98	453.55
Cement Masons Local 580	504.16	39.44	465.30	0.59	551.98	453.55
DA Investigators Association	504.16	39.44	465.30	0.59	551.98	453.55
Deputy Probation Officers Association	504.16	39.44	465.30	0.59	551.98	453.55
Deputy Sheriffs Association	504.16	39.44	465.30	0.59	551.98	453.55
Electric Workers Local 6	504.16	39.44	465.30	0.59	551.98	453.55
Firefighters Local 798	504.16	39.44	465.30	0.59	551.98	453.55
Glaziers Local 718	504.16	39.44	465.30	0.59	551.98	453.55
IFPTE Local 21/22	504.16	39.44	465.30	0.59	551.98	453.55
Institutional Police Officers Association	526.08	17.52	465.89	0	526.08	479.45
Ironworkers Local 377	504.16	39.44	465.30	0.59	551.98	453.55
Laborers International Union Local 261	504.16	39.44	465.30	0.59	551.98	453.55
Municipal Attorneys Association	504.16	39.44	465.30	0.59	551.98	453.55
Operating Engineers Local 3	504.16	39.44	465.30	0.59	551.98	453.55
Painters Local 4	504.16	39.44	465.30	0.59	551.98	453.55
Physicians and Dentists Unit 8CC	504.16	39.44	465.30	0.59	551.98	453.55
Pile Drivers Local 34	504.16	39.44	465.30	0.59	551.98	453.55
Plasterers Local 66	504.16	39.44	465.30	0.59	551.98	453.55
Plumbers & Pipefitters Local 38	504.16	39.44	465.30	0.59	551.98	453.55
Police Officers Association	504.16	39.44	465.30	0.59	551.98	453.55
Roofers Local 40	504.16	39.44	465.30	0.59	551.98	453.55
SEIU Local 1021 Miscellaneous	504.16	39.44	465.30	0.59	551.98	453.55
SEIU Local 1021 Staff Nurses	504.16	39.44	465.30	0.59	725.41	280.12
SEIU Local 1021 Per Diem Nurses <sup>1</sup>	0	543.60	0	465.89	0	1,005.53
SEIU Local 1021 Fire Rescue Paramedics	504.16	39.44	465.30	0.59	551.98	453.55
Sheet Metal Workers Local 104	504.16	39.44	465.30	0.59	551.98	453.55
Stationary Engineers Local 39	504.16	39.44	465.30	0.59	551.98	453.55
Supervising Nurses Local 856	504.16	39.44	465.30	0.59	725.41	280.12
Supervising Probation Officers	504.16	39.44	465.30	0.59	551.98	453.55
Teamsters Local 350	336.44	207.16	336.44	129.45	551.98	453.55
Teamsters Local 853	504.16	39.44	465.30	0.59	551.98	453.55
Teamsters Local 856	504.16	39.44	465.30	0.59	551.98	453.55
Theatrical Stage Employees Local 16	504.16	39.44	465.30	0.59	551.98	453.55
TWU Local 200 and 250A, Class 7410	504.16	39.44	465.30	0.59	551.98	453.55
TWU Local 250A, Class 9163	504.16	39.44	465.30	0.59	551.98	453.55
TWU Local 250A, Multi Unit	504.16	39.44	465.30	0.59	551.98	453.55
Unrepresented Employees (Misc.)	504.16	39.44	465.30	0.59	551.98	453.55
Superior Court Employees Local 21	543.60	0	465.89	0	573.00	432.53
Superior Court Employees Local 1021	543.60	0	465.89	0	636.00	369.53
Superior Court Judges	543.60	0	465.89	0	1,005.53	0
Superior Court Reporters	543.60	0	465.89	0	573.00	432.53
Superior Court Staff Attorneys	543.60	0	465.89	0	573.00	432.53
Superior Court Staff Attorneys Cash Back <sup>2</sup>	476.08	67.52	465.89	0	476.08	529.45
Superior Court Unrepresented Professionals	543.60	0	465.89	0	573.00	432.53
Commissioners (Monthly Rates) <sup>1</sup>	503.94	673.87	503.94	505.48	503.94	1,674.70

DENTAL PLAN RATES	DELTA DENTAL		DELTACARE USA		PACIFIC UNION DENTAL	
	Employer Pays	Employee Pays	Employer Pays	Employee Pays	Employer Pays	Employee Pays
Most Unions <sup>3</sup>	52.86	4.62	19.80	0	21.18	0

<sup>1</sup> Pursuant to the current collective bargaining agreement with SEIU Local 1021, Per Diem Nurses who enroll in HSS-administered health and dental benefits are subject to premium contributions. Some Commissioners are also required to pay dental plan premiums.

<sup>2</sup> Attorneys with enrolled dependents who wish to elect the cash-back rate must complete additional forms. Contact HSS for details.

<sup>3</sup> Per collective bargaining agreements as of the date this guide was printed, these employee groups do not pay the Delta Dental premiums: Auto Machinists Local 1414, DA Investigators Association, Electrical Workers Local 6, Laborers International Union Local 261, Stationary Engineers Local 39, Unrepresented Employees (Misc.), Deputy Sheriffs Association, SF Sheriffs Managers and Supervisors' Association, SEIU Local 1021 Staff Nurses, Teamsters Local 856 Supervising Nurses and all Superior Court employees. Other unions listed pay Delta Dental premiums.



## BI-WEEKLY PREMIUM CONTRIBUTION RATES: EMPLOYEE +2 or More

MEDICAL PLAN RATES	BLUE SHIELD HMO		KAISER HMO		CITY HEALTH PLAN PPO	
	Employer Pays	Employee Pays	Employer Pays	Employee Pays	Employer Pays	Employee Pays
Auto Machinists Local 1414	551.98	217.02	551.98	107.06	551.98	858.36
Bldg Inspectors, Classes 6331/6333	551.98	217.02	551.98	107.06	551.98	858.36
Bricklayers Local 3/Hodcarriers Local 36	551.98	217.02	551.98	107.06	551.98	858.36
Carpenters Local 22	551.98	217.02	551.98	107.06	551.98	858.36
Cement Masons Local 580	551.98	217.02	551.98	107.06	551.98	858.36
DA Investigators Association	551.98	217.02	551.98	107.06	551.98	858.36
Deputy Probation Officers Association	551.98	217.02	551.98	107.06	551.98	858.36
Deputy Sheriffs Association	551.98	217.02	551.98	107.06	551.98	858.36
Electric Workers Local 6	551.98	217.02	551.98	107.06	551.98	858.36
Firefighters Local 798	551.98	217.02	551.98	107.06	551.98	858.36
Glaziers Local 718	551.98	217.02	551.98	107.06	551.98	858.36
IFPTE Local 21/22	551.98	217.02	551.98	107.06	551.98	858.36
Institutional Police Officers Association	526.08	242.92	526.08	132.95	526.08	884.26
Ironworkers Local 377	551.98	217.02	551.98	107.06	551.98	858.36
Laborers International Union Local 261	551.98	217.02	551.98	107.06	551.98	858.36
Municipal Attorneys Association	551.98	217.02	551.98	107.06	551.98	858.36
Operating Engineers Local 3	551.98	217.02	551.98	107.06	551.98	858.36
Painters Local 4	551.98	217.02	551.98	107.06	551.98	858.36
Physicians and Dentists Unit 800	551.98	217.02	551.98	107.06	551.98	858.36
Pile Drivers Local 34	551.98	217.02	551.98	107.06	551.98	858.36
Plasterers Local 65	551.98	217.02	551.98	107.06	551.98	858.36
Plumbers & Pipefitters Local 38	551.98	217.02	551.98	107.06	551.98	858.36
Police Officers Association	551.98	217.02	551.98	107.06	551.98	858.36
Roofers Local 40	551.98	217.02	551.98	107.06	551.98	858.36
SEIU Local 1021 Miscellaneous	551.98	217.02	551.98	107.06	551.98	858.36
SEIU Local 1021 Staff Nurses	729.56	39.44	658.45	0.59	1,130.22	280.12
SEIU Local 1021 Per Diem Nurses <sup>1</sup>	0	769.00	0	659.04	0	1,410.34
SEIU Local 1021 Fire Rescue Paramedics	551.98	217.02	551.98	107.06	551.98	858.36
Sheet Metal Workers Local 104	551.98	217.02	551.98	107.06	551.98	858.36
Stationary Engineers Local 39	551.98	217.02	551.98	107.06	551.98	858.36
Supervising Nurses Local 856	729.56	39.44	658.45	0.59	1,130.22	280.12
Supervising Probation Officers	551.98	217.02	551.98	107.06	551.98	858.36
Teamsters Local 350	336.44	432.56	336.44	322.60	551.98	858.36
Teamsters Local 853	551.98	217.02	551.98	107.06	551.98	858.36
Teamsters Local 856	551.98	217.02	551.98	107.06	551.98	858.36
Theatrical Stage Employees Local 16	551.98	217.02	551.98	107.06	551.98	858.36
TWU Local 200 and 250A, Class 7410	551.98	217.02	551.98	107.06	551.98	858.36
TWU Local 250A, Class 9163	551.98	217.02	551.98	107.06	551.98	858.36
TWU Local 250A, Multi Unit	551.98	217.02	551.98	107.06	551.98	858.36
Unrepresented Employees (Misc.)	551.98	217.02	551.98	107.06	551.98	858.36
Superior Court Employees Local 21	573.00	196.00	573.00	86.04	573.00	837.34
Superior Court Employees Local 1021	636.00	133.00	636.00	23.04	636.00	774.34
Superior Court Judges	769.00	0	659.04	0	1,410.34	0
Superior Court Reporters	573.00	196.00	573.00	86.04	573.00	837.34
Superior Court Staff Attorneys	573.00	196.00	573.00	86.04	573.00	837.34
Superior Court Staff Attorneys Cash Back <sup>2</sup>	476.08	292.92	476.08	182.96	476.08	934.26
Superior Court Unrepresented Professionals	573.00	196.00	573.00	86.04	573.00	837.34
Commissioners (Monthly Rates) <sup>1</sup>	503.94	1,162.23	503.94	923.97	503.94	2,551.79

DENTAL PLAN RATES	DELTA DENTAL		DELTACARE USA		PACIFIC UNION DENTAL	
	Employer Pays	Employee Pays	Employer Pays	Employee Pays	Employer Pays	Employee Pays
Most Unions <sup>3</sup>	79.50	6.92	29.28	0	31.32	0

<sup>1</sup> Pursuant to the current collective bargaining agreement with SEIU Local 1021, Per Diem Nurses who enroll in HSS-administered health and dental benefits are subject to premium contributions. Some Commissioners are also required to pay dental plan premiums.

<sup>2</sup> Attorneys with enrolled dependents who wish to elect the cashback rate must complete additional forms. Contact HSS for details.

<sup>3</sup> Per collective bargaining agreements as of the date this guide was printed, these employee groups do not pay the Delta Dental premiums: Auto Machinists Local 1414, DA Investigators Association, Electrical Workers Local 6, Laborers International Union Local 261, Stationary Engineers Local 39, Unrepresented Employees (Misc.), Deputy Sheriffs Association, SF Sheriffs Managers and Supervisors' Association, SEIU Local 1021 Staff Nurses, Teamsters Local 856 Supervising Nurses and all Superior Court employees. Other unions listed pay Delta Dental premiums.





## EXHIBIT C

### THIRD AMENDED AND FULLY RESTATED BYLAWS

#### OF

#### TREASURE ISLAND DEVELOPMENT AUTHORITY

(a California Nonprofit Public Benefit Corporation)

### ARTICLE I

#### NAME

The name of this corporation is Treasure Island Development Authority ("Authority").

### ARTICLE II

#### OFFICES

**Section 1. Principle Office.** The Principal office for the transaction of the activities and affairs of the Authority ("Principal Office") shall be located within the City and County of San Francisco. The Principal Office is located at: The Treasure Island Project Office, 401 Palm Avenue, Building 1, Room 237, Treasure Island, San Francisco, California 94130, or at such other place as may from time to time be designated by the Board of Directors of the Authority ("Board").

**Section 2. Change of Address.** The city and county of the Authority's principal office shall not be changed.

**Section 3. Other Offices.** The Board may at any time establish branch or subordinate offices at any place or places where the Authority is qualified to conduct its activities.

### ARTICLE III

#### PURPOSE AND LIMITATIONS

**Section 1. Objectives and Purposes.** Consistent with the Articles of Incorporation of the Authority and the provisions of the Treasure Island Conversion Act of 1997 (amending Section 33492.5 of the California Health and Safety Code and adding Section 2.1 to Chapter 1333 of the Statutes of 1968) (the "Treasure Island Act"), the specific purpose of the Authority is to promote the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of that certain property commonly known as Naval Station Treasure Island, including Treasure Island and Yerba Buena Island, and all tide and submerged lands and rights of access

and other appurtenances thereto (the "Base"), for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City").

**Section 2. Nonpartisan Activities.** Consistent with the Articles of Incorporation of the Authority, no substantial part of the activities of the Authority shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, as amended ("Code") and Section 23704.5 of the California Revenue and Taxation Code. The Authority shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office.

**Section 3. Dedication of Assets.** Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1 of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California, except for participation in the San Francisco Health Care System.

## ARTICLE IV

### MEMBERS

This corporation shall not be deemed to have any "members" within the meaning of Section 5056 of the California Corporations Code. Accordingly, any action that would require approval by the members shall require only approval by the Board. All rights which would otherwise vest in the members shall vest in the Board.

## ARTICLE V

### DIRECTORS

**Section 1. General Corporate Powers.** Subject to the provisions and limitations of the California Nonprofit Corporation Law, the Treasure Island Act, and any other applicable laws, the Authority's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

**Section 2. Specific Powers.** Without prejudice to the general powers set forth in Article V, Section 1 of these Bylaws, but subject to the same limitations and applicable laws, including, to the extent applicable, the Treasure Island Act, the City's Charter and the public trust for commerce, navigation and fisheries, the Directors shall have the power to:

(a) Formulate, evaluate and approve goals, objectives, plans and programs and set policies consistent with the overall objectives of the City and the final reuse plan adopted for the Base regarding the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base.

(b) Appoint and remove, at the pleasure of the Board, all the Authority's officers, agents, and employees; prescribe powers and duties for them that are consistent with

law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation and require from them security for faithful performance of their duties.

(c) Change the principal office or the principal business office from one location in the City to another; cause the Authority to be qualified to conduct its activities in any other state, territory, dependency, or country, and conduct its activities within or outside California.

(d) Adopt and use a corporate seal, and alter the form of the seal.

(e) Submit to the Mayor of the City and County of San Francisco (the "Mayor") and the City's Board of Supervisors an annual budget for their consideration and approve any budget modifications or fund transfers requiring the approval of the Board of Supervisors and the Mayor.

(f) Submit to the Mayor and the City's Legislative Committee and/or Board of Supervisors proposals regarding local, state or federal legislation necessary and appropriate to effectuate the purposes of the Authority, provided, however, neither the Authority nor its Directors, shall engage in any activities which would violate the Articles of Incorporation or the provisions of Article III, Section 2, of these Bylaws.

(g) Establish a Citizens Advisory Committee to advise the Authority and its Directors on issues of public interest regarding the Base.

(h) Act as the Local Reuse Authority for planning and conveyance purposes pursuant to federal base closure law.

(i) Solicit proposals regarding the development of all or portions of the Base consistent with the final reuse plan for the Base adopted by the City's Board of Supervisors.

(j) Solicit charitable contributions for the Authority.

(k) Form Joint Powers Authorities and/or enter into agency agreements with governmental agencies, including without limitation, any department, commission or agency of the City, and contract with such governmental agencies for the performance of services in furtherance of and related to the purposes of the Authority.

(l) Purchase, sell, lease, exchange, transfer, assign, pledge, develop or otherwise acquire or dispose of property located on, comprising of or necessary for the operation of the Base, and approve and enter into agreements or contracts affecting the Base, including without limitation, contracts for the procurement of goods and services (including, without limitation, construction or maintenance contracts), purchase and sale agreements, option agreements, development agreements, leases, permits, grants of easements, management agreements, joint venture or partnership agreements, and agreements with the federal government of the United States of America, the State of California, the City, or any other governmental or quasi-governmental entity (collectively, "Agreements"), and, to the extent required by the Treasure Island Act and the City's Charter, recommend such Agreements to the Mayor and the Board of Supervisors for their respective approval, provided, such Agreements

shall be subject to the terms and conditions of Sections 12B and 12C of the San Francisco Administrative Code, and provided further that, any Agreements having a term in excess of ten (10) years or anticipated revenues of one million dollars (\$1,000,000) or more shall be subject to the additional approval of the Board of Supervisors, by resolution.

(m) Maintain, manage, operate, repair and improve property acquired or controlled by the Authority.

(n) Lay out, open, widen, extend, straighten, establish, change the grade and improve, in whole or in part, rights of way necessary or convenient for the Base and grade, shape, cut, fill, locate and relocate public streets and street improvements.

(o) Insure, or provide for the insurance for, any real or personal property or the operation thereof against risks and hazards, and against liabilities of the Authority or the City or their respective officers, agents and employees.

(p) Act in the corporate name to borrow money or incur indebtedness on behalf of the Authority and cause to be executed and delivered for the Authority's purposes promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, and other evidence of debt and securities.

(q) Act in the corporate name to invest corporate funds so as to secure a reasonable return on funds not immediately needed for operating expenses or for approved projects, programs or activities.

**Section 3. Duties.** It shall be the duty of the Directors to:

(a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this Authority, or by these Bylaws.

(b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Authority.

(c) Supervise all officers, agents and employees of the Authority to assure that their duties are performed properly.

(d) Meet as such times and places as required by these Bylaws.

(e) Register their addresses with the Secretary of the Authority, so that notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

**Section 4. Number of Directors.** As provided, in the Articles of Incorporation, the Board shall consist of at least five (5) Directors. The authorized number of Directors shall not be less than five (5) nor more than seven (7) until changed by a Bylaw amending this section. The exact number of Directors shall be fixed, within the prescribed limits, by a resolution adopted by the Board. Subject to the above provisions for changing the number of Directors, the authorized number of Directors of the Authority shall be five (5). The Board shall also have one (1) non-

voting, Ex-Officio Director who shall be the member of the San Francisco Board of Supervisors who represents the district which includes Treasure Island and Yerba Buena Island or, in the event that such member of the Board of Supervisors is unable to attend an Authority Board of Directors meeting, another member of the Board of Supervisors designated by resolution of the Board of Supervisors shall serve as an Alternate Member (who shall also be a non-voting ex-officio member).

**Section 5. Restrictions on Interested Persons as Directors.** No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. However, any violation of the provisions of this paragraph shall not effect the validity or enforceability of any transaction entered into by the Authority. For purposes of this section, "interested persons" means either:

(a) any person compensated by the Authority for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or

(b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

**Section 6. Qualification of Directors.** Except for the Ex-Officio Director, Directors shall be selected based on their expertise in the areas of real estate development, urban planning, environmental protection and resource conservation, homeless assistance, financing and other disciplines relevant to the reuse of the Base.

**Section 7. Selection of Directors.** Directors shall be appointed by the Mayor, which as to those Directors appointed by the Mayor who, at the time of such appointment, are Officers of the City and County of San Francisco or Officers of the San Francisco Redevelopment Agency (together, "City Officers"), their appointment(s) shall be effective immediately and remain so, unless rejected by a two-thirds vote of the City's Board of Supervisors within thirty (30) days following transmittal of written notice to the Board of Supervisors of such appointment(s). As to those Directors appointed by the Mayor who are not City Officers, their appointment(s) shall be effective upon the approval of such appointment(s) by a majority of the Board of Supervisors. The Ex-Officio Director shall be appointed as set forth in Section 4 above.

**Section 8. Term of Office of Directors.** The Mayor shall designate one Director who is first appointed to serve a term of two years, two Directors who are first appointed to serve a term of three years, and four Directors who are first appointed to serve for a term of four years. Thereafter, each Director shall hold office for four years and until a successor has been designated and qualified. Successors for Directors whose terms of office are then expiring shall be appointed by the Mayor. There are no limits on the number of consecutive terms a Director may hold office. The Ex-Officio Director shall be a standing position for the member of the Board of Supervisors who represents the district which includes Treasure Island and Yerba Buena Island. The Alternate Member shall serve only when the Ex-Officio Director is unable to attend and only so long as the Board of Supervisors have not replaced such Alternate Member by resolution.



**Section 9. Vacancies and Removal.** A vacancy shall be deemed to exist upon the occurrence of the death or resignation of any Director, the declaration by the Board of a vacancy in the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or has been found by a final order or judgment of any court to have breached any duty under Sections 5230-5238 of the California Corporations Code, or an increase in the number of authorized Directors. Except as provided below, any Director of the Authority may resign at any time by giving written notice to the President, the Secretary, or the Board. A resignation shall be effective upon receipt of written notice by the President, the Secretary, or the Board unless the notice specifies a later time of effectiveness. Except on notice to the Attorney General of California, no Director may resign if the Authority would be left without a duly elected Director or Directors. Notwithstanding the foregoing, the Mayor may remove any Director at any time with or without cause. Any vacancies will be filled by appointment of the Mayor.

**Section 10. Place of Directors' Meetings.** Meetings of the Board shall be held at the principal office of the Authority unless a different place is designated by resolution of the Board or in the notice of such meeting.

**Section 11. Regular Meetings.** The Board by resolution may provide for the holding of regular meetings and may fix the time and place of holding such meetings.

**Section 12. Special Meetings.** Subject to Section 14 of this Article V, below, special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

**Section 13. Quorum and Manner of Action.** A majority of the total number of authorized Directors shall constitute a quorum for the transaction of business by the Board, except that less than a quorum may adjourn from time to time. No action may be taken by the Board except upon the affirmative vote of a majority of the total number of authorized Directors. Neither the presence of the Ex-Officio Director nor the Alternate Member shall be counted for purposes of determining a quorum.

**Section 14. Notice; Conduct of Meeting.** All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, being Sections 54950 to 54962 thereof) and the San Francisco Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code). The President or, in his or her absence, the Chief Financial Officer, shall preside at all meetings of the Board.

**Section 15. Compensation of Directors.** No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, except for health care benefits in accordance with San Francisco Health Service System, and that any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.



**Section 16. Conflict of Interest.** A Director shall excuse himself or herself from any vote upon any matter in which that Director has a financial conflict of interest. The foregoing, however, shall not affect the right of any Director to:

- (a) Make donations to this Authority, or
- (b) Vote to fix the reasonable compensation of any Director or officer, including himself or herself, in accordance with the provisions of Section 5235 of California Corporations Code.

**Section 17. Loans and Self-Dealing Transactions.**

**A. Loans.** The Authority shall not make any loan of money or property to or guarantee the obligation of any Director or officer; provided however, that the Authority may advance money to a Director or officer of the Authority or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such officer or Director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

**B. Self-Dealing Transactions.** The Board shall not approve a self-dealing transaction. A self-dealing transaction is one to which the Authority is a party and in which one or more of the Directors has a material financial interest and which does not meet the requirements of Subsection C below.

**C. Exemption Requirements.** The following transactions are exempted from the prohibition of Subsection B above:

(1) a transaction which is part of a public or charitable program approved in good faith by the Board without unjustified favoritism and which results in a benefit to one or more Directors or their families only because they are in a class of persons intended to be benefited by the program;

(2) a transaction which has been approved by the California Attorney General before or after it was consummated; and

(3) a transaction which the Board, having knowledge of the material facts concerning the transaction and the Director's interest in the transaction, authorizes before the transaction (by a vote of a majority of the Directors then in office without counting the vote of the interested Director) after considering and in good faith determining, upon reasonable investigation under the circumstances, that (a) the transaction will be entered into by this Authority for its own benefit, (b) the transaction is fair and reasonable as to the Authority, and (c) the Authority could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

**Section 18. Rights.** Every Director shall have the absolute right at any reasonable time to inspect the Authority's books, records, documents of every kind, physical properties, and the records of each of its subsidiaries. Such inspection by a Director may be made in person or

by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

**Section 19. State and City Conflict of Interest Laws Applicable.** Notwithstanding anything else contained herein, but subject to the terms of the Treasure Island Act and any applicable resolutions of the City' Board of Supervisors, including without limitation, Resolution 98-0430, the Authority and its Directors shall be subject, to the extent applicable, to the conflict of interest rules arising under Sections 15.103 and C.8105 of the City's Charter, California Government Code Sections 87100, et. seq. (the "Political Reform Act") and Government Code Sections 1090, et. seq. In addition, the Authority shall adopt a conflict of interest code as required and as provided by Implementing Regulations Section 18730 of the Political Reform Act.

## ARTICLE VI

### COMMITTEES

**Section 1. Committees of Directors.** The Board may, by resolution adopted by a majority of the Directors then in office, provided a quorum is present, create one or more committees, each consisting of two or more Directors and no persons who are not Directors, to serve at the pleasure of the Board. Appointments to such committees shall be made by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee, to the extent provided in the Board resolution, shall have all the authority of the Board, except that no committee, regardless of any Board resolution, may:

(a) Approve any action that, under the California Nonprofit Corporation Law, also requires the affirmative vote of the members of a public benefit corporation.

(b) Fill vacancies on the Board or on any committee that has the authority of the Board.

(c) Amend or repeal Bylaws or adopt new Bylaws.

(d) Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable.

(e) Create any other committees of the Board or appoint the members of committees of the Board.

(f) Approve any self-dealing transaction, except as provided by Section 5233 of the California Corporations Code.

**Section 2. Meetings and Action of Committees.** Except as otherwise provided in this Article VI, meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of Article V of these Bylaws concerning meetings of Directors, with such changes in the content of those Bylaws as are necessary to substitute the committee

and its members for the Board and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws or, in the absence of rules adopted by the Board, the committee may adopt such rules.

## ARTICLE VII

### OFFICERS

**Section 1. Officers.** The officers of this Authority shall be a President, a Secretary, and a Chief Financial Officer. The Authority may also have, at the Board's discretion, a Chairperson of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Financial Officers, and such other officers as may be appointed in accordance with Article VII, Section 2 of these Bylaws. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President. The officers of the Authority, except those appointed under Article VII, Section 2 of these Bylaws, shall be chosen annually by the Board and shall serve at the pleasure of the Board, subject to the rights, if any, of any officer under any contract of employment and, to the extent applicable, the City's Civil Service System, as provided in Article X of the City's Charter.

**Section 2. Other Officers.** The Board may appoint and may authorize, the President, or other officer, to appoint any other officers that the Authority may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

**Section 3. Removal of Officers.** Without prejudice to any rights of an officer under any contract of employment, any officer may be removed with or without cause by the Board and also, if the officer was not chosen by the Board, by any officer on whom the Board may confer that power of removal.

**Section 4. Resignation of Officers.** Any officer may resign at any time by giving written notice to the Authority. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified by that notice and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this Authority under any contract to which the officer is a party.

**Section 5. Vacancies in Office.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided, however, that vacancies need not be filled on an annual basis.

**Section 6. President.** The President shall preside at meetings of the Board and shall exercise and perform such other powers and duties as the Board may assign from time to time.

**Section 7. Vice Presidents.** If the President is absent or disabled, the Vice Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice President designated by the Board, shall perform all duties of the President. When so acting, a Vice President shall have all the powers of and be subject to all restrictions on the President. The President shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**Section 8. Secretary.** The Secretary shall perform or cause to be performed the following acts:

(a) The Secretary shall keep or cause to be kept, at the Authority's principal officer or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special, and, if special, how authorized; the notice given, written waivers of notice of meeting, written consents to holding meeting, written approvals of minutes of meeting, and unanimous written consents to action of the Board without a meeting, and similarly as to meetings of committees of the Board; and the names of those present at Board and committee meetings.

(b) The Secretary shall keep or cause to be kept, at the principal office in California, a copy of the Articles of Incorporation and Bylaws, as amended to date, and a copy of all certificates filed with the Secretary of State.

(c) The Secretary shall keep or cause to be kept, at the Authority's principal office or at a place determined by resolution of the Board, a record of the Authority's Directors, showing each Director's name and address.

(d) The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(e) The Secretary shall keep or cause to be kept the corporate seal, if any, in safe custody.

(f) The Secretary shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**Section 9. Chief Financial Officer.** The Chief Financial Officer shall perform or shall cause to be performed the following acts:

(a) The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records or accounts of the Authority's properties and transaction, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements and prepare an annual budget for submission to the City.

(b) The Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these

Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

(c) The Chief Financial Officer shall prepare and submit or cause to be prepared and submitted any accounting and tax forms as may be required by local, state and federal law.

(d) The Chief Financial Officer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Authority.

(e) The Chief Financial Officer shall render or cause to be rendered to the President and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Authority.

(f) If required by the Board, the Chief Financial Officer shall give the Authority a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Authority of all books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

(g) The Chief Financial Officer shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**Section 10. Compensation.** Subject to the budget and fiscal provisions of the City's Charter, officers may receive such compensation from the Authority, if any, for their services as officers, and such reimbursement of expenses, as the Board may recommend by resolution to be just and reasonable as to the Authority at the time that the resolution is adopted.

**Section 11. Execution of Instruments.** Subject to the budget and fiscal provisions of the City's Charter any and all instruments executed in the name of the Authority, including, but not limited to, contracts, agreements, purchase orders, notes, deeds, deeds of trust, mortgages, leases, security agreements, checks and drafts issued, endorsements of checks and drafts received, certificates, applications and reports, shall be executed by one or more officers, employees or agents of the Authority as authorized from time to time by the Board. Such authorization may be general or confined to specific instances. The respective offices and duties thereof as established and defined in this Article VII and by resolution of the Board include, except as otherwise provided, the authority to execute instruments in the name of the Authority when the execution of the instrument is incident to carrying out the duties of the offices.

**Section 12. Checks, Drafts, etc.** Subject to the budget and fiscal provision of the City's Charter, the Board may by resolution authorize from time to time such person or persons as it may designate to sign and/or countersign checks or drafts drawn on the funds of the Authority, and may also by resolution authorize any officer of the Authority to designate from time to time any person or persons to sign and/or countersign checks or drafts drawn on the funds of the Authority.

**Section 13. Agency Agreements.** The Board may by resolution authorize the Authority to enter into joint powers agreements and/or agency agreements with governmental



agencies, including without limitation, any department, commission or agency of the City, and contract with such governmental agencies for the performance of services in furtherance of and related to the purposes of the Authority, including, without limitation, the performance of the duties, rights and responsibilities designated to the Officers of the Authority in this Article VII.

## ARTICLE VIII

### RECORDS AND REPORTS

**Section 1. Maintenance of Corporate Records.** The Authority shall keep:

(a) adequate and correct books and records of accounts; (b) written minutes of the proceedings of the Board and committees of the Board; and (c) a record of each Director's name and address.

**Section 2. Annual Report.** The Board shall cause an annual report to be prepared within 120 days after the end of the Authority's fiscal year (the "Annual Report"). The Annual Report shall contain the following information, in appropriate detail, for the fiscal year:

(a) The assets and liabilities, including trust funds, of the Authority as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds.

(c) The revenue or receipts of the Authority, both unrestricted and restricted to particular purposes.

(d) The expenses or disbursements of the Authority, for both general and restricted purposes.

(e) Any information required by California Corporations Code Section 6322.

A copy of the Annual Report and a summary thereof shall be presented to the Mayor and the Board of Supervisors by the President of the Authority within 60 days after the completion of each year's Annual Report.

**Section 3. Board of Supervisors Reports.** The Board shall cause a quarterly report to be presented to the Economic Development, Transportation and Technology Committee of the Board of Supervisors or any successor committee with oversight of the Base describing generally the activities of the Authority for the preceding quarter.

## ARTICLE IX

### INDEMNIFICATION AND INSURANCE

**Section 1. Right of Indemnity.** The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Authority, including penalties. To the fullest extent permitted by law, the Authority shall indemnify its Directors, officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons



formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the Authority, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this Article IX, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

**Section 2. Approval of Indemnity.** On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

**Section 3. Advancement of Expenses.** To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Article IX, Sections 1 and 2 of these Bylaws in defending any proceeding covered by those Sections shall be advanced by the Authority before final disposition of the proceeding, on receipt by the Authority of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Authority for those expenses.

**Section 4. Insurance.** The authority shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Directors, officers, employees, and other agents, against any liability asserted against or incurred by any Director, officer, employee, or agent in such capacity, or arising out of the Director's, officer's, employee's, or agent's status as such.

## ARTICLE X

### MISCELLANEOUS

**Section 1. Fiscal Year.** The fiscal year of this Authority shall begin July 1 and end June 30 of each year, except for the first fiscal year, which shall begin on the date of incorporation and end June 30, 1998.

**Section 2. Corporate Seal.** This Authority may have a seal which shall be specified by resolution of the Board. The seal, if any, shall be affixed to all corporate instruments, but failure to affix it shall not affect the validity of the instrument.

**Section 3. Amendment of Bylaws.** New Bylaws may be adopted or these Bylaws may be amended or repealed by approval or written consent of a majority of the Directors. No amendment to these Bylaws nor any new Bylaws shall be valid or become effective without the written consent of the Mayor.

**Section 4. Construction and Definitions.** Unless the context requires otherwise, the general provisions, rules or construction, and definitions in the California Nonprofit Corporation

Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a legal entity and a natural person.

**Section 5. Gambling and Gaming.** No card rooms, casinos or any other type of gambling or gaming activities (except solely for the sale of LOTTO tickets or other programs run by the California State Lottery System to the extent otherwise permitted in San Francisco) shall be permitted on the Base, even if the Constitution of the State of California is amended to permit such gambling or gaming activities.

#### CONSENT OF THE MAYOR

I, Edwin M. Lee, the Mayor of the City and County of San Francisco, on this \_\_\_\_ day of March, 2012, hereby consent to and approve of these Third Amended and Fully Restated Bylaws of the Treasure Island Development Authority and any changes or amendments herein from the Bylaws of the Treasure Island Development Authority first adopted on February 25, 1998.

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Mayor Edwin M. Lee

#### CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Treasure Island Development Authority, a California nonprofit public benefit corporation, that the above Bylaws, consisting of fourteen (14) pages, are the Third Amended and Fully Restated Bylaws of this Authority as adopted by the Authority on March 14, 2012, and that they have not been amended or modified since that date.

Executed on March 14, 2012 at the City Hall in San Francisco, California.

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Larry Mazzola Jr., Secretary

1 [Providing for health benefits for Directors of the Treasure Island Development Authority.]  
2 **Resolution providing that members of the Board of Directors of the Treasure Island**  
3 **Development Authority are eligible to participate in the Health Service System of the**  
4 **City and County of San Francisco, and providing for employer contributions for health**  
5 **benefits.**

6 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97  
7 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
8 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
9 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
10 conversion of the former Naval Station Treasure Island; and,

11 WHEREAS, Under the Treasure Island Conversion Act of 1997 (AB699), the California  
12 legislature, among other things, designated the Authority as a redevelopment agency with all  
13 of the rights, powers, privileges, immunities, authorities, and duties granted to a  
14 redevelopment agency pursuant to the California Community Redevelopment Law, Health  
15 and Safety Code section 33000, et seq. (the "Law") upon approval of the Board of  
16 Supervisors; and,

17 WHEREAS, The Board of Supervisors approved the designation of the Authority as a  
18 redevelopment agency with powers over the former Naval Station Treasure Island in  
19 Resolution 43-98 on February 6, 1998; and,

20 WHEREAS, The City and County of San Francisco's Health Service System ("System")  
21 provides health benefits to officers and employees who are eligible to participate in the  
22 System, and their dependents; and,

23 WHEREAS, Under Section 16.700 of the San Francisco Administrative Code, the  
24 Authority Board of Directors ("Board of Directors") may provide for Authority officers and  
25 employees to participate in the System; and,

1           WHEREAS, Under Section 16.701 of the San Francisco Administrative Code, the  
2   Board of Directors determines the employer's contribution for health benefits for Authority  
3   employees and officers made eligible to participate in the System; and,

4           WHEREAS, The Board of Directors wishes to provide health benefits to members of  
5   the Board of Directors through the System and to provide for employer contributions; now,  
6   therefore, be it

7           RESOLVED, That the Board of Directors hereby determines members of the Board of  
8   Directors are eligible to participate in the Health Service System of the City and County of San  
9   Francisco; and be it

10          FURTHER RESOLVED, That the Authority shall pay employer contributions equal to  
11   the health benefit premiums charged by the Health Service System for health benefits for  
12   members of the Board of Directors and any enrolled dependents, in the plan of Board of  
13   Directors member's choosing; and be it

14          FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of  
15   Island Operations or her designee to enter into any additions, amendments or other  
16   modifications that the Director of Island Operations determines in consultation with the City  
17   Attorney are in the best interests of the Authority, that do not materially increase the  
18   obligations or liabilities of the Authority, that do not materially reduce the rights of the  
19   Authority, and are necessary or advisable to complete the preparation and approval of the  
20   action such determination to be conclusively evidenced by the execution and delivery by the  
21   Director of Island Operations or her designee of the documents and any amendments thereto.

1 CERTIFICATE OF SECRETARY

2 I hereby certify that I am the duly elected Secretary of the Treasure Island  
3 Development Authority, a California nonprofit public benefit corporation, and that the  
4 above Resolution was duly adopted and approved by the Board of Directors of the  
5 Authority at a properly noticed meeting on March 14, 2012.  
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11 Larry Mazzola, Jr., Secretary  
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**AGENDA ITEM 8**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of 14, 2012**

**Subject:** Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule.

**Contact:** Jack Nathanson, Special Events Manager

**Phone:** 415-274-0688

**BACKGROUND:**

On December 14, 2011, Project Staff presented to the Treasure Island Development Authority Board of Directors (the "Authority Board") proposed revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule. The Rental Policy provides a consistent and transparent tool for managing event rentals, film and photo shoots, and parking lot rentals. In addition, the Rental Policy serves as a comprehensive structure of standard operating procedures by which to effectively execute A Use Permits. The Event Venue Rate Schedule defines the rates associated with the use of the venues as well as ancillary fees related to extra charges such as set up and breakdown days.

The Rental Policy and Rate Schedule have been in effect now for over four years, and during that time, the events component on Treasure Island has dramatically evolved. For example, a Joint Venture ("JV") between Treasure Island Homeless Development Initiative, a California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation doing business as Wine Valley Catering was formed in October 2007. The goals of the JV are to provide employment and job training opportunities for homeless, at risk and/or disabled residents of Treasure Island and San Francisco, while increasing event rental revenues for the Treasure Island Development Authority (the "Authority"). The JV currently manages special event operations at Casa De La Vista, the Lobby of Building One, The Chapel, and Pavilion by the Bay. Additionally, on December 1, 2009, the Authority Board entered into a sublease with Monica Hobbs Catering for the purpose of hosting special events at Quarters 1 ("The Nimitz House") on Yerba Buena Island. On July 1, 2010, the Authority Board executed a sublease with Solrouge, LLC. for approximately 20,000 square feet of warehouse space in Building 180, North. In that space, Solrouge developed Winery SF, where they produce wine, operate a tasting and sales room, and host numerous special events. In December 1, 2010, the Authority Board executed a sublease with Pacific Brokerage Inc. for Building 140, the former Nimitz Conference Center. Pacific Brokerage currently operates a restaurant and special events venue at the location.

Finally, The Authority, through its own efforts in promoting Treasure Island as a "Recreation Destination" has been successful in promoting such events as Treasure Island Music Festival, Oracle Open World Appreciation Night, and Treasure Island Flea Market. Project staff concludes that due to the profile and volume of special events on Treasure Island, revisions to the Rental Policy are required. Proposed changes will reflect current economic and market conditions, environmental concerns, subleasing of the venue portfolio, and revisions to language in The Use Permit to ensure adherence to The Administrative Code of The City and County of San Francisco.

#### **PROPOSED CHANGES TO THE TREASURE ISLAND RENTAL POLICY:**

Project Staff proposes to make several revisions to the Rental Policy (attached as Exhibit "A"). The revisions include the following:

1. Provisions for Ferry Landing Fees have been removed as Pier 1 is now under sublease to Bay Ship and Yacht Company.
2. Section I (Rental Rate Classifications) has been revised to include discount provisions for City employees. Previously, there was no discount for City employees.
3. Section IG (At – Cost Rates) has been revised to reflect current eligible organizations. Kidango and Glide Memorial Methodist Church have been removed.
4. Section IID- Parking Lot rates has been revised to reflect current rate calculations of parking lots not included in the Rental Rate Schedule. Authority may charge a minimum prorated rate of \$.10 per square foot depending on the condition of the parking lot.
5. Section III- Special Event Application Submittal, Review, Approval Application has been expanded to include full description of the process of application submittal, review, and approval.
6. Section VI (General Liability Insurance) has been updated to reflect current insurance and endorsement requirements as well as allowing the Authority to require greater insurance coverages depending on the type, size or location of an event.
7. Section VIII (Sustainability) has been added. Highlights of this section include language existing in our Use Permit requiring compliance with all applicable environmental laws, including requiring events of 1000 attendees or more to submit waste reduction and recycling plans to the Authority, supply the authority of proof of attendance at an event recycling workshop presented by the Department of the Environment, and submittal of proof of recycling, trash and composting services. Additionally, language has been added recommending practices geared towards a goal of "Zero Waste". These recommended goals include prohibition of single use plastic water bottles and single use plastic bags, and minimal use of plastic packaging. Many Treasure Island Event Producers have been extremely successful in waste diversion efforts. For example, two of Treasure Island's largest events, The Treasure Island Music Festival and Oracle Open World Appreciation Night achieved diversion rates of 75% and 83% respectively and already have minimized use of single use plastic bottles and bags

Project staff will continue to work with event producers towards a goal of zero waste.

#### **PROPOSED CHANGES TO THE RATE SCHEDULE:**

Rental Schedule has been revised to reflect economic and market conditions based on Project Staff's Competitive Analysis (attached as Exhibit "B") of similar Bay Area special event venues. Project Staff's revisions include a 50% discounted Sunday through Thursday rates for Casa De la Vista and Building One in order to be more competitive with similar venues. For the Chapel, Project Staff proposes a non-catering rate reduction from \$1,500 to \$1,000 in order to attract off - Island businesses and encourage other Island event venues to utilize the facility. Lastly, the pricing for Building Three has been changed resulting in an increase of the event day rate from \$16,500 to \$17,500, with the set-up and breakdown fees remaining \$2,500 per day. Project Staff believes these changes will allow our event venues to be more competitive within the market resulting in increased revenues.

#### **PROPOSED CHANGES TO THE USE PERMIT:**

The Use Permit (attached as Exhibit "C") has been revised to include language relating to Section 21C.4 of San Francisco Administrative Code regarding prevailing wages in order for the Authority to be consistent with other permitting agencies within the City and County of San Francisco. This language will require all employees of City and County permittees engaging in certain theatrical or technical services be paid no less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work. Project Staff proposes exemptions for nonprofit organizations under this section. Additionally, Use Permit Section 8 (Resource Conservation and Sustainability) has been revised to include Fish and Game Code language related to releasing waste, including but not limited to balloons, into waterways.

#### **RECOMMENDATION:**

Project Staff recommends that the Authority Board of Directors approve the proposed revisions to the Rental Policy and Event Venue Rate Schedule as attached hereto as Exhibits A, as well as approve the proposed changes to the Authority's boilerplate Use Permit as attached hereto as Exhibit B. Upon adoption of the amended Rental Policy and Event Venue Rate Schedule, the Director of Island Operations will be authorized to enter into use permits without specific Treasure Island Development Authority Board approval of each permit, provided that the permit conforms to all the approved permitting parameters. Project staff would not be authorized to enter into permits at rental rates below those adopted or on terms and conditions that are not consistent with the parameters in the Interim Subleasing Policy without specific authorization from the Treasure Island Development Authority Board of Directors.

#### **EXHIBITS:**

EXHIBIT A: Rental Policy for Special Events Including Rate Schedule

EXHIBIT B: Boilerplate Use Permit

Prepared by: Jack Nathanson, Special Events Manager  
For: Mirian Saez, Director of Island Operations



## EXHIBIT A

### **TREASURE ISLAND DEVELOPMENT AUTHORITY RENTAL POLICY FOR SPECIAL EVENTS**

The Rental Policy applies to any use of facilities on Treasure Island and Yerba Buena Island for special events. Special events are defined as gatherings of two or more persons for reserved use, public or private, of indoor or outdoor facilities which include, but are not limited to the following.

- Weddings and Domestic Ceremonies; Bar & Bat Mitzvahs; graduation, anniversary, and birthday parties
- Picnics, motorcycle rides, and marching band practices
- All sports and athletic practices, games, and tournaments
- Corporate events: meetings, conferences, luncheons, dinners, auctions, cocktail parties, holiday events
- Fundraising walks, triathlons, bike races, and water-related sports events
- School dances, art exhibits, and trade shows
- Any public festivals, concerts, musical performances and open air markets
- City sponsored events

The Rental Policy applies to all applicants, without discrimination with regard to race, color, creed, religion, ethnicity, national origin, ancestry, age, sex, gender identity, sexual orientation, domestic partner status, marital status, HIV status, political affiliation, disability, weight, height, or any other designations prohibited by law.

#### **I. RENTAL RATE CLASSIFICATIONS**

The Event Venue Rate Schedule includes standard rates for all use, holiday rates for use of facilities on all major holidays, and non-profit rates for those entities with a 501(c)(3) status. Off peak rates for the Chapel are available during less desirable rental periods. Several discounts are available, including a military discount to all active military personnel and all veterans, discounts to city employees, and a discount on events planned within a short term time period of two months prior to the event date. See Exhibit A for the Event Venue Rate Schedule.

##### **A. STANDARD RATES**

The standard rates apply to the rental of each venue and include a definitive length of time for each rental period.

##### **B. HOLIDAY RATES**

The holiday rates apply to the rental of venues on all major holidays, the month of December, and incur a 20% increase from the standard rates. This increase in rates reflects the high demand for event space on and around major holidays.

Holiday rates apply on the following dates:

- February 14
- March 17
- Easter Sunday

- Memorial Day
- July 4
- Labor Day
- October 31
- Thanksgiving Day
- The month of December

#### **C. NON-PROFIT RATES**

The non-profit rates, which are a 20% reduction from the standard rates, apply only to those entities with 501(c)(3) status. This reduction in rates proposes to accommodate non-profit entities with generally lower budgets for events and fundraisers.

Those entities requesting approval of the non-profit rate must submit a letter from the nonprofit organization stating that the proposed use of the Treasure Island facilities is in furtherance of the nonprofit organization's purpose and mission for which it obtained tax exemption under Section 501(c)(3) of the United States Internal Revenue Code. A copy of the Internal Revenue Service's written determination that the applicant nonprofit is exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code is required.

#### **D. OFF-PEAK RATES**

Off-peak rates apply to the rental of the Chapel at the hours and days specified below to accommodate the numerous requests for use of the Chapel for Bible study, religious services and community events.

Monday, Tuesday, and Wednesday: at any time  
 Sunday: from 8:00AM to 12:00PM

The off-peak rate is offered per hour with a three hour minimum.

#### **E. MILITARY DISCOUNT RATES**

To accommodate the large number of inquiries for military personnel discounts, a 20% discount is available for active members of the military and all veterans. Military Identification is required.

#### **F. CITY EMPLOYEE DISCOUNT RATES**

To accommodate the large number of inquiries for city personnel discounts, a 20% discount is available for active city and county employees. CCSF Employee Identification is required.

#### **G. NEGOTIATED RATES and SHORT TERM DISCOUNTS**

While the Event Venue Rate Schedule gives structure to the most common use and application of venues on Treasure Island such as weddings, picnics, and parties, a variety of miscellaneous use is frequently requested of Project Staff. Many applications received for use of space or facilities cannot fit into the structured framework by which the majority of events typically produced on Treasure Island can adhere.

Rental rates will often need adjustment based on a variety of atypical circumstances such as press conferences, outdoor festivals, and races or walks utilizing streets and portions of the Island not regularly used. Often considerations in cost can lead to the event producer choosing Treasure Island as an event site over another option.

In some cases, rental rates will call for adjustment so the use of space is not cost prohibitive to a prospective client. This is often the case involving multiple venue use and multiple day use. In these instances, the adjustment in rates may lead to a discount.

Discounts may occasionally be necessary in the case of a request for a rental reservation within a short term time period. Typically, any request for use of space within any current two month period is considered a short term request. These types of short term requests are typically for press conferences, corporate retreats and meetings, and memorial services. The ability to offer a discounted rate for use of a venue that would otherwise generate no revenue on the specific requested date will lead to an increase in overall revenue.

The Director of Island Operations shall evaluate any infrequent and atypical event proposals, as well as any requests for venues within a short term period, and shall decide what discounts will apply. The Director of Island Operations shall, on no less than a quarterly basis, report to the Authority Board on rental rate considerations granted as part of the Director's Report at regularly scheduled meetings.

## **H. AT-COST RATES**

All available properties on Treasure Island and Yerba Buena Island that have been leased to the Treasure Island Development Authority by the United States Navy can be subleased to eligible organizations and entities on an At-Cost Rate. At-Cost refers to the calculated actual cost to provide the facility for use. Each venue will be assigned a predetermined At-Cost Rate based on calculations set forth below.

### **Calculation of At-Cost Rate:**

At-Cost Rate is based on the actual cost of the following services.

- Janitorial service to clean the venue before and after use
- Garbage disposal and pick up from venue
- Landscape services for upkeep around venue
- Onsite event staff assignments
- Building maintenance and service as provided by DPW
- Cost of utilities as provided by PUC
- Cost of Project Staff time and materials, including such cost of City Attorney's office, other City departments, contractor, or consultant, as necessary

### **Eligibility:**

Organizations will be eligible to receive the At-Cost Rate only if the requested use is for the direct benefit of the residents, students, and tenants of Treasure Island. The At-Cost Rate will not

apply to private events for individuals. A formal, detailed event proposal will be required for submittal, specifying the purpose and benefit of the use.

**Eligible Organizations:**

Treasure Island Development Authority (TIDA)  
Departments of the City and County of San Francisco (CCSF)  
State and Federal Government Agencies  
Treasure Island Homeless Development Initiative (TIHDI)

**Members of TIHDI including:**

Catholic Charities  
Community Housing Partnership  
Swords to Plowshares  
Waldenhouse  
Rubicon Programs  
Toolworks  
Treasure Island Job Corps  
Delancey Street-Life Learning Academy  
YMCA-Treasure Island  
Treasure Island Sailing Center

**Treasure Island Community Associations Including:**

Treasure Island Community Network (TICN)    Good Neighbors  
Treasure Island Citizens' Advisory Board  
Boys & Girls Club  
San Francisco Little League  
San Francisco Gaelic Athletic Association  
San Francisco Golden Gate Rugby Association  
United States Navy-Caretaker Site Office (CSO)  
Restoration Advisory Board (RAB)  
John Stewart Company-Villages at Treasure Island  
Treasure Island Museum Association

**I.      WAIVER OF STANDARD RATES**

Frequently, Project Staff receives requests for a waiver of rental fees. These requests are proposed for various purposes, including the use of facilities for the purposes of public service or the direct benefit of Island residents and the City of San Francisco. Examples include the Treasure Island Community Picnic, the Navy's RAB meetings for residents, a corporate sponsored volunteer clean up day, City sponsored press conferences, and the Treasure Island Job Corps's use of the Chapel for a memorial service.

Organizations which meet the same eligibility requirements necessary to be considered for the At-Cost Rate, may be issued a Use Permit with a wavier of rates if no profit is generated from the event.

The Director of Island Operations shall use his/her discretion to waive rental fees as appropriate for instances as they arise. The Director of Island Operations shall, on no less than a quarterly basis, report on any such rental rate waivers granted to the Authority Board as part of the Director's Report at each regularly scheduled meeting. The Director of Island Operations shall not waive Event Venue Rates in excess of \$5,000 without the approval of the Authority Board.

## **J. PROMOTIONAL RATES**

In support of the overall goal to increase use of the venues so as to boost the revenue generated from Special Events, Project Staff often schedules promotional events in the venues. These promotional events range from a prearranged bus tour of the various venues, an informal lunch and tour, or to a larger scale dinner event and tour attended by event industry professionals. This type of outreach to professionals in the event industry allows Treasure Island to develop a larger base of wedding and event planners who can become familiarized with the venues and experience what Treasure Island has to offer. These planners may then recommend Treasure Island venues to their clients and work to promote Treasure Island.

The Director of Island Operations shall review each promotional opportunity and decide if the At-Cost Rate or Waiver of Standard Rates is appropriate. An example of a promotional event which would merit the At Cost Rate is the Hospitality Industry Association Gala. An example of a promotional event which would merit a Waiver of Standard Rates is a TIDA sponsored luncheon and tour of the venues.

## **K. FILM AND PHOTO SHOOT RATES**

A Use Permit for Film Production and Related Activities is issued for any film or photo shoots that take place on Treasure or Yerba Buena Islands. The two main rate classifications are: 1) Still Photo Shoot; and, 2) Film Shoot. Within each classification, the type of shoot is further distinguished as a Major Shoot or Minor Shoot.

Minor film and photo shoots are those that require very few to no support functions, such as the photographer and the subject only, with minimal equipment.

Major film and photo shoots are those that require substantial support, such as a film crew, prop, vehicles, generators, lighting, and road closures.

Rates for film and photo shoots are included on the Event Venue Rate Schedule attached as Exhibit A. For use of a facility or event venue, at no time shall the fee charged for a film or photo shoot be less than the rental rate as specified under the Event Venue Rate Schedule for that premises.

## **II. ADDITIONAL FEES**

Those events that are common and can conform to the structure that has been established for the rental process will often include event components that require additional rental time incorporated into a rental reservation. Therefore, additional fees are available to allow for such various circumstances. For example, a provision for cleaning fees may be added for an event where such a fee is deemed to be necessary

### **A. EXTRA HOURS**

Each event contains certain variables that may cause the need for hours of use outside of the standard base rental for each facility. Common variables that may require extra hours of use are elaborate décor designs, lighting installations, catering needs, tent installation and removal, and extensive clean up requirements. Thus, additional time is offered to meet these needs which can be purchased per hour.

The extra hours allow for individual events to modify the rental period so that the desired level of décor/set up can be achieved. This flexibility in price structure benefits those events that may require extra hours, as well as those that do not.

#### **B. SET-UP AND BREAKDOWN DAY FEES**

Often an event décor design is so elaborate and extensive that an entire day may be used for set up and/or breakdown of stages, tents, lighting, and exhibits. TIDA recognizes that many events involve pre-event and post-event activities such as these and therefore accommodates additional days at a lower rental fee than the actual event day itself. In the instance that a full day (equivalent to the base rental period of the facility) is required for set up or breakdown, 50% of the base Rate Schedule will be charged.

#### **C. REHEARSALS**

Weddings and domestic ceremonies often request use of a facility for a ceremony rehearsal. Thus, rehearsal requests are accommodated, per hour, at the standard Extra Hour Rate.

#### **D. PARKING LOT RATES**

For each venue rental, a designated number of parking spots is included in the base rental structure. Often, an event will require use of additional parking lots for one of two reasons: 1) additional parking needs; or 2) additional event space, such as for tents, a car show, or an outdoor festival. The rates incurred for the additional lots requested are structured to accommodate the two types of uses.

i. Parking Lot Rates for additional parking needs will be calculated between \$.05 and \$.25 per square foot per month, depending on criteria such as whether the lot is paved or has lighting.

ii. Parking Lot Rates for additional event space needs will be calculated at \$500 for any lot under 30,000 square feet, \$1,000 for any lot between 30,000 square feet and 100,000 square feet, and \$1,500 for any lot over 100,000 square feet.

### **III. SPECIAL EVENT APPLICATION SUBMITTAL, REVIEW AND APPROVAL**

All Special Events held on the Islands must possess a Special Event Use Permit (heretofore referred to as a "Use Permit") issued by the Treasure Island Development Authority for use of facilities and grounds on Treasure Island. To initiate the Use Permit application and venue reservation process, the Event Producer shall complete and submit to the Authority in a time period of no later than 150 days prior to the proposed Event Date, unless otherwise notified by the Authority:

- **A Treasure Island Development Authority Special Event Application** (Heretofore referred to as the "Application", a copy of which is included in this packet). Event Producers shall complete all sections of the Application including



the proposed on-Island Venue for the Special Event; a clear, complete and truthful description of the entire scope of the Special Event, including dates of all Special Event set-up and take-down activities preceding and following the Special Event itself.

- A check, cashier's check or money order equal to 50% of the total Venue Use Fee payable to "Treasure Island Development Authority". Cash and credit/debit card payments are not accepted.

Application review will not begin until both the completed Application and check are received. Incomplete Applications or lack of appropriate level of detail on the Application shall delay Authority review. Upon receipt of the Application, Authority staff shall review the information contained in the Application, conduct due-diligence on the Event Producer, and identify additional regulatory reviews and permits from other relevant City agencies which will be required for the Event. If requested by the Authority, Event Producers shall provide professional references or any other additional information about the proposed Special Event in a timely manner. Authority staff shall request any additional information required within 10 working days of receiving an Application. The Authority shall reserve the right to request review of the Application by other pertinent agencies of the City and County of San Francisco or State of California. Event Producer shall provide all additional information requested by the Authority as a result of these additional reviews.

Upon completion of Application review, the Authority shall notify the Event Producer of the approval or rejection of the Application in writing. If an Application is approved, this notification shall also indicate additional regulatory reviews and permits required of the Special Event and Event Producer. If an Application is rejected, the Authority shall send the Event Promoter a letter denying the Application. Event Promoters may appeal any such rejection directly to the Director of Island Operations.

An approval notification does not represent a final approval of the Special Event nor issuance of a Special Event Use Permit, it is strictly a confirmation of exclusive reservation of the Venue. A Special Event Use Permit is not issued until all Special Event requirements are fulfilled by the Event Producer.

#### **Reservation of Venue and Payment of Venue Use Fee and Security Deposit:**

Upon approval of the Application, the submitted check shall be deposited and will serve to establish a formal reservation of the Event Venue by the Authority. This amount shall be credited toward the total Venue Use Fee for the Special Event owed by the Event Producer. Except in extenuating circumstances, this initial 50% payment is non-refundable, regardless of future cancellation of the Event by the Sponsor or Producer. The balance of the Venue Use Fee shall be due to the Authority no later than forty-five (45) working days prior to the Special Event move-in day at the Venue.

The Event Sponsor or Producer shall also be required to pay the Authority a separate Venue Security Deposit on the venue equal to 50% of the total Venue Use Fee, payable

by check or cashiers check to "Treasure Island Development Authority". The Venue Security Deposit shall be due to the Authority no later than forty-five (45) working days prior to the Special Event move-in day at the Venue. The Authority shall deposit and hold this payment until after the Special Event is completed and the Venue is completely vacated by the Event Producer. At such time the Authority will inspect the Venue and deduct from the Security Deposit any amounts required to repair damage caused to the Venue or surrounding area by the Event Producer. The full Security Deposit amount, or portion thereof, will be refunded to the Event Producer within 4 to 6 weeks of the Event Producer vacating the Venue.

#### **Treasure Island Special Event Use Permit:**

Upon approval of the Special Event Application and deposit of the 50% payment of the Use Fee, the Authority shall draft a Treasure Island Special Event Use Permit (referred to as the "Use Permit") between the Authority and the Event Promoter. The Use Permit document is the formal contract allowing for use of the Venue and it sets forth the business terms and conditions between the Authority and the Event Producer for the use of the Venue. The Use Permit document shall dictate all terms, conditions and restrictions under which the Special Event shall be held, including additional Permits and requirements imposed by other pertinent agencies. All Special Events held on Treasure Island require a Use Permit document regardless of the size or duration of the Special Event.

Use Permits are only considered valid upon execution by the Event Producer, the Office of the San Francisco City Attorney, and the Director of Island Operations. Upon full execution of the Use Permit, one original copy shall be issued to the Event Producer and one copy shall be filed at the Authority office. Failure of Event Producers to comply with all Use Permit requirements, including but not limited to failure to secure additional required permits from other City departments, failure to secure appropriate insurance and failure to make full payment to the Authority of the Use Fee and Security Deposit, is considered cause for the Director of Island Operations to withhold execution of a Use Permit. The Authority may revoke a fully executed Special Event Use Permit at any time before or during the term of the Use Permit, including during the Special Event itself, should the Event Producer fail to adhere to any of the terms and conditions of the Use Permit.

#### **Securing Additional Regulatory Permits and City Agency Reviews:**

Upon reservation of venue and receipt of confirmation of Application approval from the Authority, Event Producers shall be responsible for securing all regulatory reviews, approvals or permits that may be required by other City agencies as specified by the Authority in the Application approval letter. Event sponsors will be responsible for coordinating additional approvals and permits from other City Departments, as well as fulfilling any required conditions of these approvals and permits.

Depending on size, location and type of event, additional permits that may be required include, (but are not limited to), the following:

- Department of Building Inspection Temporary Building Permit for construction of temporary structures and staging.
- Treasure Island Dig Permit for any breaking of ground, excavation or tent staking.
- San Francisco Fire Department Open Flame Permit; Public Assembly Permit; Flammable Material Storage Permit; including possible Bureau of Fire Prevention staffing requirement for event.
- San Francisco Police Department approval of Transportation Plan and Special Event security staffing; including possible SFPD 10B Event Officer staffing requirement for event;
- San Francisco Entertainment Commission Itinerant Show Permit; Loudspeaker Permit; Mechanical Contrivance Permit; One Night Event Permit.
- San Francisco Department of Emergency Management approval of Event Medical Plan.
- San Francisco Department of Public Health Temporary Event Permit for food service.
- CalTrans Encroachment Permit for closure of traffic lane on San Francisco-Oakland Bay Bridge (if requested by Event Producer).
- California State Athletic Commission approval and assigned staffing.

#### **IV. SECURITY DEPOSITS**

##### **A. SECURITY DEPOSIT REQUIREMENT**

Applicants or event sponsors are required to submit a security deposit to accompany the Special Event Application. The required deposit is 50% of the base Standard Rate Schedule of the venue requested regardless if a discount is applied. This deposit is fully refundable and is required by the Treasure Island Development Authority to provide reasonable assurance that the facilities will be treated with care and that any damages will be repaired at the applicant's expense. Deposits will be refunded no later than 45 business days after the event, provided the facilities are left in the same condition in which they were rented. Events that have been approved At-Cost or with a Waiver of Standard Rates do not require a security deposit.

Any organization requesting consideration for the At - Cost Rate must follow all standard procedures for event rentals. A Special Event Application must be completed and submitted with a minimum refundable deposit of \$500. Additionally, a formal written proposal must be submitted with the Application detailing the type of use and the benefit that will serve the Treasure Island community. All Rules and Regulations, Policies and Procedures set forth in the Event Application Packet will apply.

##### **B. SECURITY DEPOSIT RETURN**

Once the event has taken place, if no damage has occurred and no extra hours were used, then the full deposit is returned to the Permittee within 4 to 6 weeks of the Event Producer vacating the Venue.

If any damage to the facility has occurred, the Special Events staff will notify the Permittee in writing and estimate the repair cost within 30 days of the event. The Special Events staff will

refund the security deposit after receipts of the actual repair cost are provided and fees are deducted from the security deposit, no later than 60 days after the event date.

If the Permittee has occupied the venue for extended hours over those specified in the Use Permit, the standard extra hour fee is deducted from the security deposit. Extra hours are not prorated and any increment of extra time will automatically incur an extra hour charge.

### C. CANCELLATIONS AND CHANGES POLICY

Cancellations, postponements, and changes of date or venue must be received in writing in order to receive a deposit refund. Any postponement of date or change of date or venue will be considered a cancellation of the current reservation and a request for a new reservation. Thus, the Cancellation and Changes Policy will apply to any request for postponement and/or change of date or venue.

The minimum cancellation fee is \$250 per venue. Cancellations, postponements, or changes of date or venue, made fewer than 30 days prior to an event will receive no deposit refund.

Security deposits, less a cancellation fee, will be refunded if the Treasure Island Development Authority receives written notice of cancellation, postponement, or change of date or venue at least 30 days prior to the scheduled event. The minimum cancellation fee of \$250 will apply to each venue. If notice of cancellation, postponement, or change of date or venue is received fewer than 150 days prior to the scheduled event, security deposits will be refunded according to the following schedule:

CANCELLATION, POSTPONEMENT, CHANGE OF DATE OR VENUE	CANCELLATION FEE	REFUND AMOUNT
(days before event)	(percentage of deposit)	(percentage of deposit)
150 days or more	\$250	100% less \$250
149-120 days	20%	80%
119-90 days	40%	60%
89-60 days	60%	40%
59-30 days	80%	20%
29 days and fewer	100%	0

### V. SECURITY AND PERMITS

The Permittee shall provide, at its expense, any and all additional security and police officers required for the event as determined by the San Francisco Police Department, as well as, any medical life safety personnel or vehicles during the hours of operation of the event, as determined necessary by the San Francisco Fire Department.

The Permittee shall obtain approval from the San Francisco Police Department for alcohol sales and must obtain a one day liquor license from the California Department of Alcoholic Beverage Control.

The approval and application of an At Cost Rate will not preclude the Permittee from obtaining any necessary and required permit or regulation from City departments.

## **VI. INSURANCE**

### **Special Event Insurance Requirements:**

In addition to issuance of a Use Permit, Event Producers are required to carry adequate liability insurance coverage for all Special Events held on Treasure Island. Minimum insurance requirements are listed below but these requirements may be modified or increased depending on the nature of the event and as recommended by the City Risk Manager:

- Workers Compensation insurance with limits not less than \$1 million
- Comprehensive or Commercial General Liability insurance with limits not less than \$1 to 5 million (depending on nature of event, which includes of liquor liability and all independent contractors)
- Automobile Liability insurance with limits not less than \$1 million.

A Certificate of Insurance confirming coverage and an Endorsement for Additional Insureds form (known as a "Form CG 20" or equivalent) are both required. The following entities must be endorsed as Additional Insureds on all policies required of the Event Producer: "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents".

One-Day Special Event General Liability Insurance coverage is available for purchase through TIDA on a sliding fee scale based on the nature of the Special Event and the number of participants. Event Promoters may request more information from the Authority regarding the availability of this coverage if they do not carry Liability Insurance themselves.

Any and all organizations approved for any discounted rates, including the At - Cost Rate and Waiver of Standard Rates will be required to provide General Liability Insurance coverage that meets the requirements specified in the Use Permit. If the agency is self - insured, written documentation of such self insurance is required.

## **VII. ANNUAL REVIEW OF RATES**

The rates for each venue shall be reviewed at least annually, and adjusted as deemed necessary after a market survey. Any changes to the Event Venue Rate Schedule shall be presented to the Authority Board for adoption.

## **VIII. SUSTAINABILITY**

**Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling



and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on workshops and approved recycling services.
- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling ([www.sfrecycling.com](http://www.sfrecycling.com) or 330-1300).

Fish and Game Code Section 5652 makes it unlawful to deposit, pass into, or place where it can pass into the waters of the state, or to abandon, dispose of, or throw away, within 150 feet of the high water mark of the waters of the state, any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird. Permittee shall comply with the provisions of this Section, including but not limited to, prohibiting the release of balloons or any other material that is consistent with this provision.

**Zero Waste.** The Authority's goal is a policy for Zero Waste at Special Events and Activities held on Treasure Island and prohibits permittees from the following activities:

- The sale, use and distribution of single-use plastic water bottles.  
The Event Organizer will provide "water filling stations" supplied either by the San Francisco Public Utilities Commission or a vendor approved by the Authority
- The sale, use and distribution of single-use plastic bags.  
The Event Organizer must use alternatives to single-use plastic bags such as Recyclable paper, compostable plastic (preferably marine degradable) and/or reusable bags as those terms defined in the City's Plastic Bag Reduction Ordinance, Environment Code, Chapter 17.
- Avoid the use of disposable plastic packaging.



# TREASURE ISLAND DEVELOPMENT AUTHORITY

## EVENT VENUE RATE SCHEDULE

VENUE	RENTAL PERIOD	STANDARD RATE	Non-Profit Rate
Building 1 Lobby Sunday- Thursday	8 hours	\$1,750	\$1,400
Building 1 Lobby Friday - Saturday	8 hours	\$3,500	\$2,800
Casa de la Vista Sunday-Thursday	8 hours	\$1,975	\$1,580
Casa de la Vista Friday -Saturday	8 hours	\$3,950	\$3,160
Chapel w Catering	3 hours	\$700	\$550
Chapel No Catering, Island Business	3 hours	\$1,000	\$800
Fogwatch Picnic Area	8 hours	\$500	\$500
Fogwatch Picnic Area -Island Resident	8 hours	\$250	\$250
The Great Lawn	24 hours	\$2,500	\$2,000
Building 3	24 hours	\$17,500	\$14,000
Set-Up/Breakdown Day	per rental period	50% Base Rental Fee ( B-3 set up breakdown fee \$2500)	
Parking Lots			
Administration Building	24 hours		\$1,000
Chapel Lot	24 hours		\$1,000
Building 180	24 hours		\$1,000
Great Lawn Parking Lot	24 hours		\$1,000
Eucalyptus Lot	24 hours		\$1,500
Building 3	24 hours		\$1,500
9th , btwn Ave A & D (North star barracks)	24 hours		\$1,000
4th Street, btwn Ave A & D (South star barracks)	24 hours		\$1,000
Gym Lot	24 hours		\$1,000
Un Paved Lots, 4th & 5th at M & N	24 hours		\$500
Child Care Center Lot	24 hours		\$1,000
Triangular Lot, 4th Between M &N	24 hours		\$1,000
FILM AND PHOTO SHOOT FEES			
Minor Still Photo Shoot	per day		\$500
Minor Film Shoot	per day		\$1,000
Major Film Shoot	per day		\$1,500
Student Film/Photo Projects	Waived, subject to requirements		
*NON-PROFIT RATES apply ONLY to those with 501c3 status			
MILITARY DISCOUNT: Active Military and Veterans receive a 20% discount			
**STILL PHOTO and FILM PERMITS require minimum five days advance notice for processing and do not apply to weddings			
RATES EFFECTIVE 4/1/12--SUBJECT TO CHANGE			



**Exhibit B**

**Pxxx  
USE PERMIT**

**THIS USE PERMIT** (this "Permit") dated for reference only as of \_\_\_\_\_, 200\_, is made by and between the Treasure Island Development Authority ("Authority") and \_\_\_\_\_ ("Permittee").

**RECITALS**

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for Event Venues Naval Station Treasure Island [~~modify as necessary to include the Master Lease(s) that covers the Premises~~] (the "Master Lease"), by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use that certain property located on Naval Station Treasure Island (the "Property"), as more particularly described in the Master Lease; and

WHEREAS, Permittee seeks to use a portion of the Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

**1. Basic Permit Information**

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

Authority: TREASURE ISLAND DEVELOPMENT  
AUTHORITY, a California nonprofit public  
benefit corporation

Permittee: \_\_\_\_\_,  
a \_\_\_\_\_

Premises (Section 2): That certain portion of the Property commonly known as \_\_\_\_\_, and portions of the parking area adjacent thereto, all as more particularly shown on Exhibit B, attached hereto.

Structural Report (Section 5):

[Insert the title and date of the Structural Report. If there is no Structural Report for the Premises, type in "None" here and on Exhibit D. If there is a Structural Report, include the following language on the cover sheet for Exhibit D: "The Structural Report, among other matters, notes that during an earthquake of magnitude 7 or greater, the buildings and any other structures or improvements located on or about the Premises may not provide life-safety for occupants in the event of an earthquake."]

Permitted Use (Section 6):

\_\_\_\_\_ ,  
with no more than \_\_\_\_\_ people,  
and for no other purpose whatsoever

Parking Rights (Section 7):

Up to \_\_\_\_\_ (\_\_\_\_) vehicles may be  
parked in the area designated for parking on  
Exhibit B, attached hereto

Permit Fees (Section 11):

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Term (Section 12):

Commencement Date and Time:  
\_\_\_\_\_, 200\_ at \_\_\_\_\_.M.

Expiration Date and Time:  
\_\_\_\_\_, 200\_ at \_\_\_\_\_.M.

Utilities (Section 19):

[Describe Permittee's responsibility for  
utilities. If Permittee is not responsible for  
any utilities, insert "Not applicable."]

Insurance Limits (Section 21):

Worker's Compensation Insurance - statutory  
amounts

Employers' Liability Coverage with limits of  
not less than \$1,000,000 for each accident or  
occurrence

Comprehensive or Commercial General  
Liability Insurance with limits not less than  
\$\_\_\_\_\_ each occurrence Combined  
Single Limit for Bodily Injury and Property  
Damage

Comprehensive or Business Automobile  
Liability Insurance with limits not less than  
\$\_\_\_\_\_ each occurrence Combined  
Single Limit for Bodily Injury and Property  
Damage

Address for Notices (Section 26):

Authority:

Treasure Island Development Authority  
One Avenue of the Palms  
2<sup>nd</sup> Floor  
Treasure Island  
San Francisco, CA 94130  
Attn.: Director of Island Operations  
Phone No.: (415) 274-0660  
Fax No.: (415) 274-0299

Permittee:

\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

Security Deposit (Section 33): \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**2. License of Premises.** Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

**3. Inspection of Premises.** Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

**4. As Is; Disclaimer of Representations.** Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other

title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. **Seismic Report and Structural Report.** Without limiting Section 4 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. **Use of Premises.** Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information. Permittee shall not use, and Permittee shall prohibit Permittee's Agents and Permittee's Licensees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies



regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.

(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority property.

7. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on Exhibit B attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit H. Further public transportation information is also available on-line at <http://www.511.org>.

8. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on

workshops and approved recycling services.

- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling ([www.sfrecycling.com](http://www.sfrecycling.com) or 330-1300).

Fish and Game Code Section 5652 makes it unlawful to deposit, pass into, or place where it can pass into the waters of the state, or to abandon, dispose of, or throw away, within 150 feet of the high water mark of the waters of the state, any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird. Permittee shall comply with the provisions of this Section, including but not limited to, prohibiting the release of balloons or any other material that is consistent with this provision.

9. **Subject to Authority and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

10. **Alterations.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

10.1 **Prevailing Wage for Theatrical Workers.** Permittee agrees that the use of property owned or leased by Authority shall require any Individual engaged in theatrical or technical services related to the presentation of a "Show" to be paid not less than the Prevailing Rate of Wages in accordance with Administrative Code Section 21C.7. A "Show" shall mean any live act, play, review, pantomime, scene, music, song, dance act, song and dance act, or poetry recitation provided in front of a live audience or recorded for the purpose of later presentation, but shall not include an event where a person solely plays pre-recorded music or pre-recorded performances so long as no other live performance is provided. Individuals engaged in theatrical and technical services include, without limitation, those engaged in rigging, sound,

projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services. Permittee agrees to comply with and be fully bound by the provisions of Administrative Code Section 21.C-4 and 21.C-7, including, without limitation, the payment of any penalties for noncompliance and other remedies available to Authority or the City and County of San Francisco ("City"). Permittee shall cooperate fully with the San Francisco Labor Standards Enforcement Officer and any other City official or employee, or any of their respective agents, in the administration and enforcement of the requirements of Administrative Code Section 21.C-4 and 21.C-7, including, without limitation, any investigation of noncompliance by Permittee or its Subcontractors. Permittee agrees that the Authority or the City may inspect and/or audit any workplace or job site involved in or related to the performance of this Use Permit, including, without limitation, interviewing Permittee's and any Individual covered by this provision, including providing immediate access to time sheets, payroll records, and paychecks for inspection. Permittee may obtain a copy of the current Prevailing Rate of Wages from City by contacting its Office of Labor Standards Enforcement. Permittee acknowledges that the City's Board of Supervisors may amend such Prevailing Rate of Wages and agrees that Permittee shall be bound by and shall fully comply with any such amendments by the Board of Supervisors. Intellectual Property; Music Broadcasting Rights. Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property on the Premises, including, but not limited to musical or other performance rights. To the extent there is a conflict between this provision and Administrative Code Section 21.C-4 and 21.C-7, this provision shall prevail.

**11. Permit Fee.** Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

**12. Term of Permit; Revocability.** The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

**13. Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations and regulating the posting of signs on public property. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority

with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g., General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

14. **Security.** In addition to the Permit Fee described in Section 11 above, Permittee shall provide the security, police and medical support services described on Exhibit E, attached hereto, at its sole cost and expense.

15. **Rules and Regulations.** In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit F. Authority reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

16. **Surrender; No Holding Over.** Upon the expiration of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

If Permittee fails to surrender the Premises to Authority upon the expiration or earlier termination of this Permit as required by this Section, Permittee shall indemnify, protect, defend and hold harmless forever ("Indemnify") Authority against all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") resulting therefrom, including, without limitation, Losses made by a succeeding permittee resulting from Permittee's failure to surrender the Premises. Permittee shall have no right to hold over without the prior written consent of Authority, which consent may be withheld in Permittee's sole and absolute discretion. If Permittee holds over the Premises or any part thereof after expiration or earlier termination of this Permit, such holding over shall be terminable upon written notice by Permittee, and the Permit Fee shall be increased to two hundred percent (200%) of the Permit Fee in effect immediately prior to such holding over, calculated on a per diem basis, and such holdover shall otherwise be on all the other terms and conditions of this Permit. This Section shall not be construed as Authority's permission for Permittee to hold over. Acceptance of any holdover Permit Fee by Authority following expiration or termination of this Permit shall not constitute an extension or renewal of this Permit.

17. **Repair of Damage.** If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair



work. Alternatively, Authority may make such repairs or behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

**18. Public Safety.** Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.

**19. Utilities.** Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

## **20. Release and Waiver of Claims; Indemnification**

**20.1. Release and Waiver of Claims.** Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 20.1(a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Authority from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 20.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.

(e) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

**20.2. Acknowledgment.** Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

**20.3. Permittee's Indemnity.** Permittee, on behalf of itself and Permittee's Agents, shall Indemnify the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 20.3 shall remain in full force and effect regardless of whether or not the Authority's decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 20.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.



## **21. INSURANCE**

**21.1. Permittee's Insurance.** Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

**21.2. Claims Made Policy.** Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

**21.3. Annual Aggregate Limit.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

**21.4. Additional Insureds.** Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

**21.5. Payment of Premiums.** Permittee shall pay all the premiums for maintaining all required insurance.

**21.6. Waiver of Subrogation Rights.** Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of

subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

**21.7. General Insurance Matters.**

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

**21.8. No Limitation on Indemnities.** Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

**21.9. Lapse of Insurance.** Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

**21.10. Permittee's Personal Property.** Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

**22. No Assignment.** This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

**23. No Joint Venture or Partnership; Independent Contractor.** This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.

**24. Impossibility of Performance.** If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.

**25. Possessory Interest Taxes; Payment of Taxes.** Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the

Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

**26. Notices.** Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in the Basic Permit Information. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

**27. MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

**28. Non-Discrimination.**

**28.1 Covenant Not to Discriminate.** In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

**28.2 Subcontracts.** Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 28.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

**28.3 Non-Discrimination in Benefits.** Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

**28.4 Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

**29. Tropical Hardwoods and Virgin Redwood.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

**30. No Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

**31. Conflicts of Interest.** Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

**32. Food Service Waste Reduction.** Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food



service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

**33. Security Deposit.** Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 33, Authority shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

**34. Notification of Limitations on Contributions.** Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

35. **Intellectual Property; Music Broadcasting Rights.** Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including, but not limited to musical or other performance rights. (Note to Permittee: To obtain the appropriate music performance license, you may contact the BMI Licensing Executive toll free at 1-877-264-2137 Monday – Friday, 9-5 p.m. (Central Time) and the American Society of Composers, Authors and Publishers (“ASCAP”) at 1-800-505-4052 Monday – Friday, 9-5 p.m. (Eastern Time)).

36. **TIHDI Job Broker.** Permittee shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit G.

37. **General Provisions.** (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys’ fees and costs. For purposes hereof, reasonable attorneys’ fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.



**PERMITTEE:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORITY:**

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Mirian Saez  
Director of Island Operations

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA,**  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

## EXHIBIT A

Master Lease(s) between TIDA and United States Navy

## EXHIBIT B

### Premises

## EXHIBIT C

*"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,"* prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995

## EXHIBIT D

### Structural Report

(If for outdoor space or facility without structural report,  
list "None")

## EXHIBIT E

### Security



## EXHIBIT F

### Rules and Regulations

**EXHIBIT G**

**TIHDI Job Broker Program**

## EXHIBIT H

### Public Transportation Information



1 [Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule]

2 **Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special**  
3 **Events and Event Venue Rate Schedule, Treasure Island.**

4 **WHEREAS**, Former Naval Station Treasure Island is a military base located on Treasure Island  
5 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of  
6 America, acting by and through the Department of the Navy; and,

7 **WHEREAS**, The Base was selected for closure and disposition by the Base Realignment and  
8 Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

9 **WHEREAS**, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
10 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
11 corporation known as the Treasure Island Development Authority (the "Authority") to act as a single  
12 entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of  
13 the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City  
14 and County of San Francisco (the "City"); and,

15 **WHEREAS**, Under the Treasure Island Conversion Act of 1997, which amended Section  
16 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes  
17 of 1968 (the "Act"), the California Legislature (i) authorized the Board of Supervisors to designate the  
18 Authority as a redevelopment agency under the California Community Redevelopment Law ("CRL")  
19 with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to  
20 those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to  
21 administer the public trust for commerce, navigation and fisheries as to such property; and,

22 **WHEREAS**, On January 24, 2011, the Board of Supervisors rescinded designation of the  
23 Authority as the redevelopment agency for Treasure Island under California Community  
24 Redevelopment Law in Resolution No. 11-12; and such rescission does not affect Authority's status as  
25

1 the Local Reuse Authority for Treasure Island or the tidelands trust trustee for the portions of Treasure  
2 Island subject to the tidelands trust, or any of the other powers or authority; and,

3 WHEREAS, The Authority manages multiple event venues on Treasure and Yerba Buena  
4 Islands, and has established competitive rates utilizing market comparables; and,

5 WHEREAS, On February 14, 2007, the Authority's Board of Directors adopted Resolution No.  
6 07-16-02/14 authorizing the Authority to establish a Rental Policy for Special Events and to adopt an  
7 Event Venue Rate Schedule, and was revised in October 2007; and,

8 WHEREAS, The Rental Policy provides a consistent and transparent tool for managing event  
9 rentals, film and photo shoots, and parking lot rentals as well as serves as a comprehensive structure of  
10 standard operating procedures by which to effectively execute use permits; and,

11 WHEREAS, The Rental Policy and Rate Schedule have been in effect for almost five years,  
12 and during this time, the events component on Treasure Island has dramatically evolved including the  
13 creation of a Joint Venture ("JV") between Treasure Island Homeless Development Initiative, a  
14 California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation, and Wine  
15 Valley, Inc., a California corporation doing business as Wine Valley Catering which was formed in  
16 October 2007 in order to provide employment and job training opportunities for homeless, at risk  
17 and/or disabled residents of Treasure Island and San Francisco, while increasing event rental revenues  
18 for the Authority; and,

19 WHEREAS, The Authority, through its own efforts in promoting Treasure Island as a  
20 "Recreation Destination" has been successful in promoting such events as Treasure Island Music  
21 Festival, Oracle Open World Appreciation Night, and Treasure Island Flea Market, project staff  
22 concludes that due to the profile and volume of special events on Treasure Island, revisions to the  
23 Rental Policy are required to reflect current economic and market conditions, subleasing of the venue  
24 portfolio, and revisions to language in the Use Permit to incorporate certain portions of the  
25 Administrative Code of The City and County of San Francisco; and,

WHEREAS, Project Staff proposes to make seven changes to the Rental Policy as follows: (i)  
Provisions for Ferry Landing Fees have been removed, (ii) Section I (Rental Rate Classifications) has  
been revised to include discount provisions for City employees (iii) Section IG (At - Cost Rates) has  
been revised to reflect current eligible organizations, (iv) Section IID (Parking Lot rates) has been



1 revised to reflect current rate calculations of parking lots not included in the Rental Rate, (v) Section III  
2 (Special Event Application Submittal, Review, Approval Application) has been expanded to include  
3 full description of the process of application submittal, review, and approval, (vi) Section VI (General  
4 Liability Insurance) has been updated to reflect current insurance and endorsement requirements, and,  
5 (vii) Section VIII (Sustainability) has been added, including language existing in our use permit  
6 regarding Food Service Waste Reduction Ordinance, as well as recommendations for practices geared  
towards a goal of "Zero Waste"

7 **WHEREAS**, Project staff proposes to revise the Rental Schedule to reflect economic and  
8 market conditions based on Project Staff's Competitive Analysis of similar Bay Area special event  
9 venues as attached in Exhibit "A"; and,

10 **WHEREAS**, Project Staff also proposes to amend the Use Permit as attached in Exhibit "B" in  
11 order to incorporate the City and County of San Francisco's prevailing wage requirements for theatrical  
12 workers; ; Now, Therefore, Be It

13 **RESOLVED**, That the Authority Board approves the proposed revisions to the Rental Policy  
14 and Event Venue Rate Schedule as attached hereto as Exhibits A; and, be it,  
15

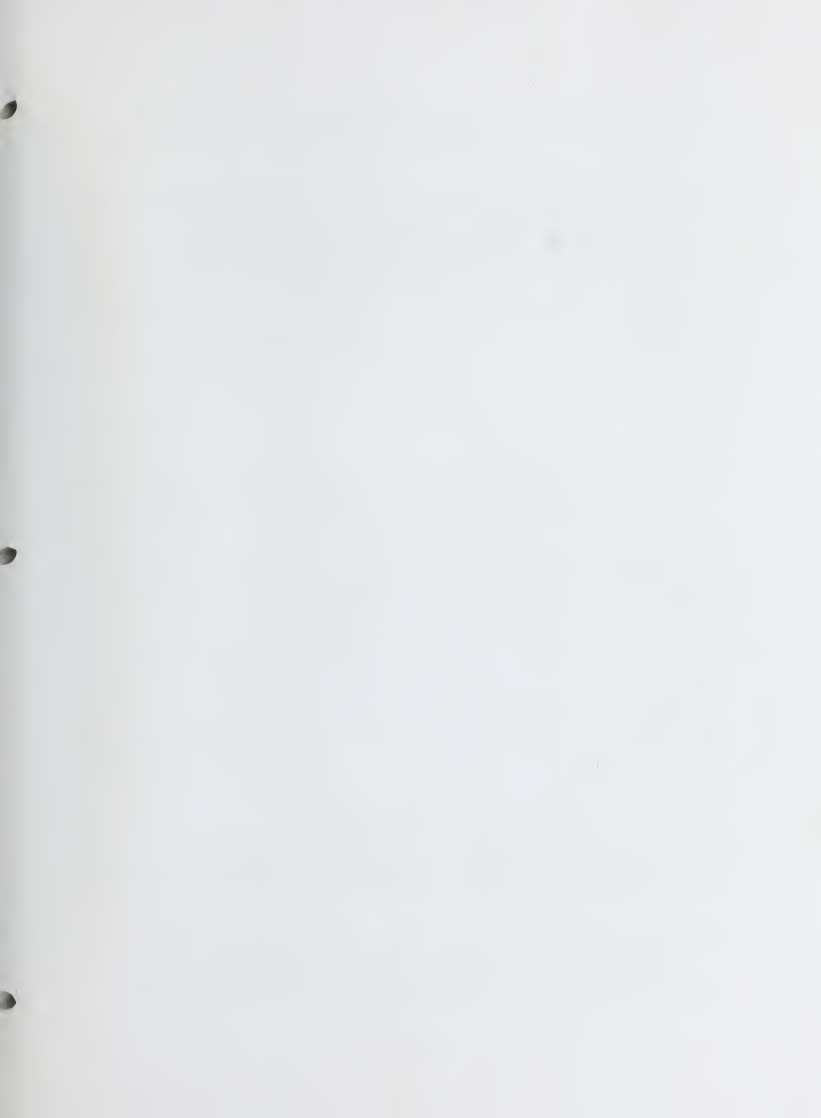
16 **FURTHER RESOLVED**, That the Authority Board approves the proposed changes to the  
17 Authority's boilerplate use permit as attached hereto as Exhibit B; and, be it

18 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director of Island  
19 Operations or her designee to enter into any additions, amendments or other modifications to these  
20 Agreements that the Director of Island Operations determines in consultation with the City Attorney are  
21 in the best interests of the Authority, that do not materially increase the obligations or liabilities of the  
22 Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to  
23 complete the preparation and approval of these Agreements, such determination to be conclusively  
24 evidenced by the execution and delivery by the Director of Island Operations of the documents and any  
25 amendments thereto.

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**AGENDA ITEM 9**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of March 14, 2012**

**Subject:** Informational Presentation on the proposed Treasure Island Development Authority Fiscal Year 2012-13 Budget, Including Work-Orders and Memorandums of Understanding for Services with other City Departments and Professional Services Contracts and Agreements with Service Providers (Informational Item)

**Contact:** Mirian Saez  
Director of Island Operations  
415-274-0660

**BACKGROUND**

This presentation is for consideration of the proposed Treasure Island Development Authority ("TIDA") Budget for Fiscal Year 2012-13 ("FY2012-13") which would authorize the Director of Island Operations to submit the proposed Budget to the Mayor of the City and County of San Francisco (the "City") for further review and inclusion in the City's FY2012-13 Budget. Additionally, the proposed Budget would authorize the Director of the Island Operations and the Treasure Island Project Director to enter into Work-Orders and MOUs with other City Departments for services associated with its operations and redevelopment needs, professional service contracts with vendors, and grants and agreements with service providers.

TIDA was established as a California nonprofit public benefit corporation and delegated certain powers under state and local legislation for the purpose of promoting the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the former Naval Station Treasure Island (the "Base"). Specifically, the Treasure Island Conversion Act of 1997 (the "Act"), passed by the California legislature in 1997, granted to TIDA the State's authority to administer the Tidelands Trust on Treasure Island/Yerba Buena Island and enabled TIDA to be designated as the Local Reuse Authority ("LRA") to manage the conversion of the former Base, which includes portions of Yerba Buena Island, from military use to civilian reuse.

The specific mission of TIDA is to develop the former Base; manage its integration with the City in compliance with federal, state and city guidelines, including the California Tidelands Trust; create new housing and job opportunities for San Francisco residents, including assuring job opportunities for homeless and economically disadvantaged City residents; increase recreational and Bay access venues for San Francisco and Bay Area residents; and promote the welfare and wellbeing of the citizens of San Francisco.

To achieve these goals, TIDA provides services that can be grouped into two broad categories:

1. ***Property Management/Municipal Services.*** Under the provisions of a Cooperative Agreement between TIDA and the United States of America, acting by and through the Department of the Navy ("Navy"), TIDA serves as the property manager for the Base.

TIDA is responsible for the overall operations including building maintenance, utility operations and maintenance, landscaping, road repair and management of personal property. In addition, the Cooperative Agreement makes TIDA and the City responsible for the provision of municipal services to Treasure Island and Yerba Buena Island including public safety services.

To offset the costs associated with these property management and municipal service responsibilities, TIDA established two principal sources of revenue: (i) revenue generated from interim leasing of existing facilities; and (ii) revenue generated from special events on the Base. TIDA enters into MOUs and work orders with numerous City departments to provide the spectrum of services required under the Cooperative Agreement.

2. ***Transfer of Federal Property/Planning for Future Development.*** As the designated local reuse authority, TIDA, working through the Office of Economic and Workforce Development ("OEWD"), is negotiating with the Navy to acquire all real property at the Base that has not been transferred to other federal agencies or the State of California. The portions of the Base proposed to be transferred include approximately 365 acres on Treasure Island and approximately 115 acres on Yerba Buena Island. TIDA has designated OEWD as the lead negotiator and project management entity facilitating the development of former Naval Station Treasure Island on behalf of TIDA. OEWD works collaboratively with the Treasure Island Project Office to ensure effective coordination of interim reuse and the proposed development project.

In 1999, TIDA was formed and began an extensive public process to inform the future reuse of the Islands. In 2003 Treasure Island Community Development, LLC ("TICD") was selected through a competitive RFQ/RFP process as master developer for the Treasure Island/Yerba Buena Island Development Project ("Project"). Working through OEWD, TIDA and the San Francisco Board of Supervisors in 2006 endorsed a Term Sheet for the Project, which guided the efforts required to make the ambitious reuse plans for the Islands a reality. In 2010, TIDA and the San Francisco Board of Supervisors endorsed an updated Term Sheet and Development Plan.

In 2011, after over ten years of extensive community engagement and public process, the Project received its necessary entitlements and approvals from TIDA, the Planning Commission and the San Francisco Board of Supervisors. This included certification of a final Environmental Impact Report for the Project, and approvals of the Disposition and Development Agreement with TICD, the Development Agreement between the City of San Francisco and TICD, an agreement with the Treasure Island Homeless Development Initiative as well as other necessary land use and regulatory approvals. The 2011 entitlements were a significant milestone for the Project, and allow implementation of the Project to begin.

Key priorities during FY 12-13 and FY 13-14 include: execution of the Economic Development Conveyance Memorandum of Understanding with the United States Navy for transfer of the property, transfer of the first phase of properties from the Navy to TIDA, approval of a Disposition and Development Agreement with Treasure Island Enterprises, LLC for expansion of the Treasure Island Marina, receipt and review of the



first major phase application as well as associated sub-phase applications submitted by TICD, construction of the Yerba Buena Island Ramps Improvement Project and further implementation of the Project.

### **FISCAL YEAR 2012-13 BUDGET DISCUSSION**

In presenting the proposed FY 2012-13 Budget, a review of this year's revenue and expense is first required. Housing revenue is less than annual projections and the economic downturn continues to impact the Joint Venture Special Events revenue. Commercial revenue is consistent with budget projections. TIDA has not experienced any unplanned costs in Professional and Specialized Services and has kept Administration costs down considerably. The City Department Work-Orders are all encumbered as budgeted and no cost over-runs are anticipated.

#### **FY 2011-12 Revenues**

The TIDA Revised Budget for FY 2011-12 projected housing revenue at \$4,414,890 which included the Base Rent and Percentage Rent charges from John Stewart Company (JSCo), our property manager. In its February 22, 2012 Memorandum discussing the January distribution of percentage rent, JSCo reported that the YTD Actual Percentage Rent is \$292,800, or 12% below budgeted Percentage Rent.

The Budget for FY2011-12 projected commercial revenue at \$2,147,000. The January Revenue Report provided by General Services Administration states that commercial revenues are at \$1,107,720. A mid-year review of projected commercial revenue for the fiscal year finds that income is above budgeted--- \$2,464,680. This increase is due to the continued creation of leasing opportunities despite challenged properties and little turnover.

The state of the economy continues to negatively impact Special Events venues managed by the Joint Venture Agreement (the JV) between TIHDI and Wine Valley Catering. It is experiencing a 20% decrease in income as of January and projects the decrease will continue at that rate for the remainder of the year.

#### **FY 2011-12 Expenditures**

To date, TIDA has maintained expenses within budget. In the last seven months, we did not experience any unplanned budget expense and we do not foresee any budgets over- runs in City Department Work-Orders as we head into our last quarter of the year. Our Administration costs as well as our Facilities Maintenance/Management Service costs are under budget. This has served to keep us in a positive cash position.

#### **Fiscal Year 2012-13 Budget**

There are no major changes proposed in Operations for the FY2012-13 Budget year. The composition of development-related expenses has changed as we progress through the development activities, with City Work-Orders decreasing and Professional and

Specialized Services increasing, though overall development expenses remain in-line with previous budget years.

### **FY 2012-13 Revenue Projections**

The housing revenues from the John Stewart Company (JSCo) are projected to be \$4,564,947 which includes the Base Rent and Percentage Rent. This is an increase from last year as we are now re-renting units on Treasure Island and improved occupancy rates. Our commercial leasing will improve again this year and project an increase of \$400,000 over FY2011-12.

Overall, TIDA revenue for FY 2012-13 is projected to increase by nearly \$315,000.

### **FY 2012-13 Expenditure Projections**

TIDA's Administrative expenses remain low. The total Project Staff expenses-- staff salaries, staff benefits, and our GSA MOU -- are \$1,797,203. This assumes 12 total FTEs including one unplanned staff in anticipation of the transition needs. Our Operation Professional and Specialized Service contracts and obligations are increased by a modest 3% from last year for the Boys & Girls Club, YMCA, Toolworks (janitorial), and Rubicon (landscaping) consistent with the Consumer Price Index. Redevelopment Professional Service contracts are projected to be \$1,000,400, an increase of \$510,400. A total of \$545,400 of projected Development Professional Service contracts is designated for facilitation of the Transition Housing Rules and Regulations, as approved by the Authority Board in April, 2011.

The balance of revenue fund operation Work-Orders with City Departments for administrative services, public works and building service contracts including DPW, City Attorney, SFPD, Risk Manager, Parking and Traffic and the Department of Real Estate in the amount of \$2,847,730. Another \$936,588 in Redevelopment City Department Work-Orders is also funded for the OEWD, the City Attorney's Office, and City Risk Management. The approval of the FY 2012-13 Budget authorizes the expenditures under these work-orders.

Expenditures budgeted for the SF Public Utilities Commission (SFPUC) are increased by 7% to \$1,043,360. The budget for the PUC utility services is \$693,360 and another \$150,000 is for the rental fee of two generators. In addition, another \$200,000 is set aside as per the Memorandum of Understanding between TIDA and SF PUC for the repayment of TIDA's outstanding debt from the previous years.

Project Staff proposes a Facilities and Capital Improvements line item for building repairs and general maintenance of the Islands in the amount of \$450,000.

The proposed FY 2012-13 Budget sets aside \$41,410 for Reserves.

The FY 2011-12 Budget Information is outlined in the following exhibits.

Exhibit A – TIDA Revenue Spreadsheet

Exhibit B –TIDA Revenue Details

Exhibit C –TIDA Expense Spreadsheet

Exhibit D – TIDA Expense Details

Exhibit E – Projected TIDA Revenue and Expenses 2013-14 (2 pages)

Prepared by Aaron Wu  
For Mirian Saez, Director of Island Operations

## Treasure Island Development Authority

TIDA REVENUE SOURCES 12/31/2011	Revised FY 2011-12 Budget	Difference	FY 2012-13 Projections
Joint Venture Special Events	\$346,595.00	-\$60,595.00	\$286,000.00
TIDA Special Events Revenues	\$323,700.00	-\$7,500.00	\$316,200.00
TI Commercial Revenues	\$2,146,769.00	\$358,231.00	\$2,505,000.00
Film Revenues	\$115,000.00	-\$90,000.00	\$25,000.00
Y&I Cell Sites/ Banner Revenues	\$308,550.00	-\$36,000.00	\$272,550.00
Meritline Revenues	\$90,000.00	\$0.00	\$90,000.00
John Stewart Company Housing Revenues	\$4,414,893.00	\$150,064.00	\$4,564,947.00
Housing CAM	\$479,472.00	\$0.00	\$479,472.00
<b>Grand Totals</b>	<b>\$8,224,979</b>	<b>\$314,190</b>	<b>\$8,539,169</b>

# **I. TIDA REVENUE DETAILS**

## **TI Special Events Revenues**

This amount reflects revenues received from special events held on Treasure Island such as corporate events, wedding receptions, and recreational use. The revenues are separated between the Joint Venture Agreement (JV) and the TIDA-booked events to differentiate and monitor funds.

### **A. Joint Venture Special Events**

Revised TIDA FY 11-12 Budget	Proposed TIDA FY 12-13 Budget	Change
\$346,595	\$286,000	(\$60,595)

For the JV, TIDA receives fees from the rental of Special Events venues and participation revenue from the food sales (3 %). The JV forecasts \$286,000 in revenues. The JV revenues are decreased from last year due to the economic downturn in the event industry based on forecasts provided by Wine Valley Catering.

### **B. TIDA- Special Events**

Revised TIDA FY 11-12 Budget	Proposed TIDA FY 12-13 Budget	Change
\$323,700	\$316,200	(\$7,500)

For TIDA-booked Special Events, the forecast is \$316,200. The TIDA-booked Special Events is anticipating a \$7,500 decrease based on booked returning special events.

TIDA Special Events Revenues FY12-13		Annualized
Great Lawn, Annual Events and Misc. bookings to-date		
TI Triathlon		\$15,900
SF Market Place		\$36,000
Opulent Temple (June 13)		\$25,000
Pacific Sound (June 13, 2012)		\$2,500
Susan Komen Walk		\$5,500
CA Dragon Boat Festival		\$10,500
Oracle Hartmann Studios		\$95,000
TI Wine Festival		\$2,000
TI Music Festival		\$19,500
Space Cowboys/ Ghost Ship		\$33,500
Safeway Foundation		\$38,800
Sunset Productions (June 13)		\$30,000
Total		\$316,200

C. TI Commercial Revenues

Revised TIDA FY 11-12 Budget	Proposed TIDA FY 12-13 Budget	Change
\$2,146,769	\$2,505,000	\$358,231

This amount reflects executed subleases and potential new subleasing opportunities for commercial space on Treasure Island based on the following agreements. The increase is due to recent agreements with MCM Construction and the new leasing opportunities of Hangar 3 and Building 449.

DRAFT



TUVBI Commercial Leasing Revenues FY 11-12						Annualized	
Tenant Name							
Commercial Tenants							
		Monthly Rents period	Period 1: Total Rent	Monthly Rents Period	Period 2: Total Rent		FY 12-13
Ace Glass Company		2/1-3/30/2012	\$ 1,250.00			\$	\$ 3,037.50
Adrian Exchange - (Bldg 1)		7/1-2/3/2012 (31,500)	\$ 5,000.00	2/1-6/30/2012 (27,500)	\$ 3,862.50	\$	\$ 3,081.83
Applied Engineering & Construction Management		7/1-3/31/2012 (34,400)	\$ 39,600.00	4/1-6/30/2012 (34,500)	\$ 10,500.00	\$	\$ 55,009.50
Antiquano, Christopher Ahabene - (Bldg 111)		7/1-3/31/2012 (81,240)	\$ 11,160.00	4/1-6/30/2012 (81,240)	\$ 3,875.00	\$	\$ 15,414.78
Art Enterprises - (Bldg 1)		7/1-12/31/2011 (31,500)	\$ 900.00	1/1-6/30/2012 (31,500)	\$ 900.00	\$	\$ 2,025.00
Auro Enterprise - (Bldg 201)		7/1-11/30/2011 (3,959)	\$ 7,475.00	12/1-6/30/2012 (3,959)	\$ 2,100.00	\$	\$ 3,661.00
Baker, Elliot - (Bldg 670)		7/1-11/30/2011 (5,700)	\$ 2,650.00	12/1-6/30/2012 (5,700)	\$ 5,040.00	\$	\$ 8,731.00
Bay Area All Quality Management Office - (Bldg 149)		7/1-11/30/2011 (3,550)	\$ 2,700.00	12/1-6/30/2012 (3,550)	\$ 3,935.00	\$	\$ 3,700.25
Bay Area Tel. - (Bldg 3) - (Use Permit -)		7/1-7/30/2012 (1,500)	\$ 3,000.00			\$	\$ 3,000.00
Bay Ship & Yacht Company		7/1-12/31/2011 (82,375)	\$ 15,450.00	1/1-6/30/2012 (82,375)	\$ 15,900.00	\$	\$ 32,277.00
Beaman, Patrick (Bay View) - (Bldg 670)		7/1-6/30/2012 (62,700)	\$ 5,540.00	6/1-6/30/2012 (62,850)	\$ 26,300.00	\$	\$ 28,550.00
Bodey (Bay Estate LLC) (Bldg 264)		7/1-4/1/2012 (65,300)	\$ 60,380.00	4/1-6/30/2012 (65,300)	\$ 13,650.00	\$	\$ 68,932.00
Boys & Girls Club - (Bldg 334 Bay 33C)		7/1-11/30/2011 (69,150)	\$ 3,075.00	12/1-6/30/2012 (69,150)	\$ 4,410.00	\$	\$ 7,992.00
Brace Gelly - (Bldg 264)		7/1-3/31/2012 (61,240)	\$ 11,160.00	4/1-6/30/2012 (61,240)	\$ 3,825.00	\$	\$ 15,414.78
Carrigan - (Bldg 1)		7/1-11/30/2011 (53,425)	\$ 16,200.00			\$	\$ -
Celanese Steel Foundation - LLA		7/1-11/30/2011 (50)	\$ -	12/1-6/30/2012 (50)	\$ -	\$	\$ -
Charles Holdings - (Bldg 202)		7/1-11/30/2012 (61,000)	\$ 15,000.00	4/1-6/30/2012 (61,000)	\$ 26,000.00	\$	\$ 48,350.00
City Visuals - (The Hobby Shop Bldg 275)		7/1-3/31/2012 (55,500)	\$ 6,612.50	4/1-6/30/2012 (55,500)	\$ 17,400.00	\$	\$ 30,112.00
Conifer, William - (Bldg 202)		7/1-9/31/2012 (37,200)	\$ 79,200.00	1/1-6/30/2012 (37,450)	\$ 7,450.00	\$	\$ 69,625.00
Conister, William - (Bldg 671)		7/1-11/30/2011 (5,729)	\$ 3,625.00	12/1-6/30/2012 (5,729)	\$ 6,215.00	\$	\$ 9,026.45
Crockett, Brent Graham - (Bldg 1)		7/1-8/31/2012 (33,100)	\$ 8,085.00	9/1-6/30/2012 (33,100)	\$ 8,400.00	\$	\$ 10,095.00
Crown Construction Company Inc. - (Bldg 1)		7/1-5/31/2012 (47,500)	\$ 5,950.00	6/1-6/30/2012 (47,500)	\$ 770.00	\$	\$ 9,515.00
David Gibson - (Bldg 1)		7/1-11/30/2011 (61,070)	\$ 3,330.00	12/1-6/30/2012 (61,070)	\$ 6,655.00	\$	\$ 9,917.65
DCCI - (Yard Space) - Use Permit - Use Permit - Exp		7/1-6/30/2012 (31,000)	\$ 36,025.00	4/1-6/30/2012 (31,000)	\$ 9,275.00	\$	\$ 37,593.00
DeLia - (Bldg 201)		7/1-3/31/2012 (63,000)	\$ 27,000.00	4/1-6/30/2012 (63,370)	\$ 11,500.00	\$	\$ 27,785.00
Discovery Center & Pooling - (Bldgs 346 & 384)		7/1-2/28/2012 (61,630)	\$ 8,240.00	3/1-6/30/2012 (61,630)	\$ 4,243.69	\$	\$ 12,618.11
East - (Bldg 1)						\$	\$ -
Eaton Design - (Bldg 670)		7/1-1/31/2012 (5,575)	\$ 4,025.00	2/1-6/30/2012 (5,530)	\$ 2,920.00	\$	\$ 7,188.50
Ebrado Construction Company - (Bldg 201)		7/1-4/30/2012 (5,955)	\$ 8,650.00	5/1-6/30/2012 (5,950)	\$ 1,980.00	\$	\$ 11,932.40
Farrest - (Bldg 216)		7/1-4/30/2012 (6,500)	\$ 4,500.00	5/1-6/30/2012 (6,515)	\$ 1,800.00	\$	\$ 6,276.35
Fast Dynamics (Bldg 1) - Site 306		12/1-6/30/2012 (54,300)	\$ 5,815.00			\$	\$ 5,815.00
Goldendate Jubilee - (Bldg 264)		7/1-3/31/2012 (5,825)	\$ 7,475.00	4/1-6/30/2012 (5,830)	\$ 2,580.00	\$	\$ 10,278.00
Hart & Hestel - (Bldg 1)		7/1-3/31/2012 (5,500)	\$ 2,270.00	4/1-6/30/2012 (5,500)	\$ 1,810.00	\$	\$ 12,815.40
Hess Firm Environmental Group - (Bldg 269)		7/1-1/31/2012 (61,000)	\$ 21,000.00	2/1-6/30/2012 (61,000)	\$ 27,740.00	\$	\$ 31,240.00
Hiland Creative Management - (Bldg 2)		7/1-11/30/2011 (628,500)	\$ 142,500.00	12/1-6/30/2012 (628,000)	\$ 210,000.00	\$	\$ 356,300.00
Hiland Market Deli - Storage Space (Abdo Ali Nasseri) - (Bldg 149)		7/1-11/30/2011 (63,500)	\$ 4,750.00	12/1-6/30/2012 (63,500)	\$ 6,925.00	\$	\$ 11,604.75
Hiland Market Deli - Storage Space (Abdo Ali Nasseri) - (Bldg 149)		7/1-11/30/2011 (63,100)	\$ 1,510.00	12/1-6/30/2012 (63,200)	\$ 2,410.00	\$	\$ 3,907.20
Hiland Market Deli - Storage Space (Abdo Ali Nasseri) - (Bldg 443)		4/1-6/30/2012	\$ 12,000.00	1/1-6/30/2012	\$ 4,175.00	\$	\$ 48,350.00
JSP Visuals - (Bldg 1) Suite 1313		7/1-1/31/2012 (8,600)	\$ 8,600.00	2/1-6/30/2012 (8,620)	\$ 4,175.00	\$	\$ 10,022.75
JSP Visuals - (Bldg 1)		7/1-2/28/2012 (61,800)	\$ 12,800.00	3/1-6/30/2012 (61,840)	\$ 6,890.00	\$	\$ 19,890.00
John's Bargain Imports - John Kinoski		7/1-2/1/2012 (6,500)	\$ 5,915.00	2/1-6/30/2012 (6,510)	\$ 2,345.00	\$	\$ 8,110.25
John's Screen Video Imago - (Leaved Imago)		7/1-11/30/2011 (61,050)	\$ 5,250.00	12/1-6/30/2012 (61,100)	\$ 7,700.00	\$	\$ 13,451.00
Lentz Enterprises - (Bldg 1) (Bldg 670)		7/1-6/30/2012 (58,400)	\$ 11,100.00			\$	\$ 11,100.00
Lentz Enterprises - (Bldg 670)		7/1-11/30/2011 (53,000)	\$ 15,000.00	12/1-6/30/2012 (53,400)	\$ 16,800.00	\$	\$ 29,304.00
Lexus/Don - Building 1		7/1-6/30/2012 (52,150)	\$ 26,800.00			\$	\$ 14,160.00
Lexus/Don - Building 1		12/1-6/30/2012 (52,150)	\$ 52,000.00			\$	\$ 11,150.00
Ken Masters - (Bldg 1) Yr 1		7/1-6/30/2012 (53,600)	\$ 36,000.00	7/1-6/30/2012 (53,700)	\$ 7,410.00	\$	\$ 44,842.00
Kendall Vineyards LLC - (Bldg 330)		7/1-3/31/2012 (62,000)	\$ 18,000.00	4/1-6/30/2012 (62,000)	\$ 6,160.00	\$	\$ 24,305.40
L & O Corporation Inc. Co		7/1-6/30/2012 (62,175)	\$ 1,675.00			\$	\$ 11,263.50
Machinery Planet - (Bldg 216)		7/1-6/30/2012 (62,175)	\$ 21,750.00	6/1-6/30/2012 (62,246)	\$ 4,480.00	\$	\$ 27,614.00
Master Cover - (Bldg 401)		2/1-6/30/2012 (61,300)	\$ 7,500.00			\$	\$ 18,884.45
MCH Construction Inc. (Bldg 1) - Suite 1619		12/1-6/30/2012 (61,275)	\$ 22,925.00			\$	\$ 39,300.00
MCH Construction Inc. (Bldg 1) - Suite 1619 and 1618		12/1-6/30/2012 (63,000)	\$ 140,000.00			\$	\$ 240,000.00
M-Lab Factory - (Bldg 264)		7/1-11/30/2011 (51,100)	\$ 5,500.00	12/1-6/30/2012 (51,130)	\$ 7,910.00	\$	\$ 13,797.50
M-Lab Factory - (Bldg 264)		7/1-11/30/2011 (54,500)	\$ 4,400.00			\$	\$ 5,662.00
Mecha North Catering - (Bldg 1) - (Use Permit - Exp)		7/1-11/30/2011 (61,550)	\$ 7,800.00	12/1-6/30/2012 (61,550)	\$ 11,185.00	\$	\$ 19,000.00
Michael Davidson Architects (Bldg 178)		7/1-6/30/2012 (61,800)	\$ 22,200.00			\$	\$ 22,200.00
NIJAS - Japanese Art - (Bldg 570)		7/1-1/31/2012 (5,500)	\$ 4,065.00	2/1-6/30/2012 (5,535)	\$ 2,975.00	\$	\$ 7,773.25
Pacific Brokerage/PCA Artist Inc. - (Bldg 149)		7/1-11/30/2011 (58,000)	\$ 30,300.00	12/1-6/30/2012 (58,200)	\$ 43,400.00	\$	\$ 78,102.00
Pine Point - (Bldg 219)		7/1-11/30/2011 (63,875)	\$ 4,375.00	12/1-6/30/2012 (63,900)	\$ 6,300.00	\$	\$ 10,950.00
Robison Mgmt. Office - (Bldg 1)		7/1-11/30/2011 (64,250)	\$ 2,100.00	12/1-6/30/2012 (64,250)	\$ 3,010.00	\$	\$ 5,550.20
Sawday - (Streets & Roadways) - Use Permit - Exp		7/1-6/30/2012 (52,500)	\$ 3,000.00			\$	\$ 3,000.00
S&H Inc. - (Bldg 33)		7/1-5/31/2012 (61,500)	\$ 13,500.00	3/1-6/30/2012 (61,545)	\$ 4,635.00	\$	\$ 16,675.00
SP Venetian - (Bldg 201)		7/1-11/30/2011 (63,000)	\$ 1,500.00	12/1-6/30/2012 (63,100)	\$ 2,175.00	\$	\$ 3,785.10
SPFD - (Bldg 1)		7/1-6/30/2011 (61,000)	\$ 14,400.00			\$	\$ 14,400.00
SPFD Behavioral Science Unit - (Bldg 1)						\$	\$ 10,500.00
SPFD Traffic Company - (Bldg 330)						\$	\$ 19,540.00
Sol Route - (Bldg 180 North)		7/1-6/30/2012 (67,100)	\$ 85,200.00			\$	\$ 87,720.00
Sol Route (Bldg 330)		7/1-4/30/2012 (61,000)	\$ 10,000.00	5/1-6/30/2012 (61,030)	\$ 2,650.00	\$	\$ 12,421.80
Sol Route (Bldg 141 & 446)		7/1-4/30/2012 (3,500)	\$ 9,000.00	5/1-6/30/2012 (3,500)	\$ 3,300.00	\$	\$ 3,718.00
Sol Route (Bldg 446)		4/1-6/30/2012	\$ 9,000.00			\$	\$ 36,270.00
Tandem Vision - (Bldg 264)		7/1-11/30/2011 (64,500)	\$ 4,750.00	12/1-6/30/2012 (64,570)	\$ 6,625.00	\$	\$ 11,604.75
Tandem Communications - (Bldg 1)		7/1-12/31/2011 (58,000)	\$ 2,000.00	1/1-6/30/2012 (58,100)	\$ 3,000.00	\$	\$ 5,000.00
Tandem Communications - (Bldg 1)		7/1-6/30/2012 (62,275)	\$ 27,300.00			\$	\$ 28,116.00
T1 Cafe - (Bldg 180)		7/1-1/31/2012 (61,200)	\$ 4,400.00	2/1-6/30/2012 (61,238)	\$ 7,910.00	\$	\$ 15,026.25
T1 Maximum Association (Bldg 1)		7/1-6/30/2012 (62,100)	\$ -			\$	\$ -
TMDH - Ship Shape - (Bldg 197)			\$ 1,725.00			\$	\$ 1,725.00
TMDH - Service Space (Bldg)		7/1-11/30/2011 (51,000)	\$ 525.00	12/1-6/30/2012 (51,100)	\$ 725.00	\$	\$ 1,282.25
TMDH Management Office - (Bldg 1)		7/1-1/31/2012 (53,500)	\$ 2,310.00	2/1-6/30/2012 (53,570)	\$ 1,700.00	\$	\$ 4,751.00
Treasure Island Savings Office - (Bldgs 11 and 12)		7/1-11/30/2011 (61,150)	\$ 780.00	12/1-6/30/2012 (61,150)	\$ 1,095.00	\$	\$ 1,975.20
Treasure Island Savings - (Bldg 201)		7/1-11/30/2012 (62,500)	\$ 20,300.00	12/1-6/30/2012 (62,530)	\$ 14,925.00	\$	\$ 36,287.75
Treasure Island Yacht Club - (Bldg 228)		7/1-11/30/2011 (47,200)	\$ 3,600.00	12/1-6/30/2012 (47,450)	\$ 3,180.00	\$	\$ 9,035.40
Tucumcaca Events - (Bldg 216)		7/1-11/30/2011 (61,100)	\$ 5,600.00	12/1-6/30/2012 (61,130)	\$ 7,910.00	\$	\$ 13,312.00
Valk Inc. (Bldg 670)		7/1-11/30/2011 (63,000)	\$ 1,500.00	12/1-6/30/2012 (63,020)	\$ 2,175.00	\$	\$ 3,750.25
Walker Vodka Corporation - (Bldg 264)		7/1-6/30/2012 (67,670)	\$ 5,545.00	7/1-6/30/2012 (67,780)	\$ 27,600.00	\$	\$ 33,480.00
Westview Apartments - (Bldg 1) - (Bldg 180)		7/1-2/28/2012 (55,720)	\$ 48,000.00	3/1-6/30/2012 (55,730)	\$ 7,610.00	\$	\$ 17,120.00
Westview Apartments - (Bldg 1)		7/1-1/31/2012 (68,500)	\$ 3,500.00	2/1-6/30/2012 (68,530)	\$ 3,340.00	\$	\$ 7,180.00
Yachta Bana Bana - (Bldg 670)		7/1-8/31/2011 (61,750)	\$ 19,350.00	9/1-6/30/2012 (61,800)	\$ 1,850.00	\$	\$ 21,714.00
Yachta Bana Bana - (Bldg 3)		7/1-11/30/2011 (62,425)	\$ 18,125.00	12/1-6/30/2012 (62,500)	\$ 17,850.00	\$	\$ 30,545.00
Zoo Culture Science Corp. (Bldg 180 No 1243/7/11/10)		7/1-6/30/2012 (55,150)	\$ 61,890.00			\$	\$ 61,890.00
Subtotal			\$187,814.00		\$ 188,540.00	\$	\$ 2,658,733.00

D. TI Film/Photo Permits

Revised TIDA FY 11-12 Budget	Proposed TIDA FY 12-13 Budget	Change
\$115,000	\$25,000	(\$90,000)

This amount reflects revenues received from filming permits issued on the Islands. The proposed FY12-13 budget decreases the TI Film/Photo Permits by \$90,000. The San Francisco Film Commission has not identified major film productions in San Francisco for the coming year.

E. Cell Sites, Banner & Franchise fees

Revised TIDA FY 11-12 Budget	Proposed TIDA FY 12-13 Budget	Change
\$308,550	\$272,550	(\$36,000)

The proposed amount reflects revenues that will be received from cell sites, banners and franchise fees revenues of \$272,550. The FY 12-13 budget decreases the projected revenue by \$36,000 for the YBI Banner Space. The FY 12-13 projection is based on the following schedule.

TIDA 2012-13 YBI Tunnel Banner & Cellsite Revenues	Approved FY 2011-12 Budget	Proposed FY 2012-2013 Budget
<b>Cellsite Agreements</b>		
XO Communications	\$5,000.00	\$5,000.00
New Cingular Wireless Sublease# L-15	\$82,750.00	\$82,750.00
New Cingular Wireless Permit #100	\$31,200.00	\$31,200.00
T-Mobile	\$60,000.00	\$60,000.00
Champion Telecom	\$0	\$12,000.00
<b>Total YBI Banner Revenues FY 2011-12</b>	<b>\$108,000.00</b>	<b>\$60,000.00</b>
<b>Franchise Fees</b>		
Comcast	\$21,600.00	\$21,600.00
<b>Grand Totals</b>	<b>\$308,550.00</b>	<b>\$272,550.00</b>

F. TI Maritime

Revised TIDA FY 11-12 Budget	Proposed TIDA FY 12-13 Budget	Change
\$90,000	\$90,000	\$0

This amount reflects the executed Master Southern Waterfront agreement for use of Treasure Island Marina based on a minimum monthly rent of \$7,500; \$90,000 annualized.

G. JSCO-Housing Revenues

Revised TIDA FY 11-12 Budget	Proposed TIDA FY 12-13 Budget	Change
\$4,414,893	\$4,564,947	\$150,054

1. Percentage Rent: Based upon approximately 511 of 578 income generating unit portfolio for FY 2012-13, the total projected housing revenues from the John Stewart Company (JSCO) is \$4,895,172 after deducting expenses including the John Stewart 5% fee. Further, based on the Sharing Agreement between TIDA and the Treasure Island Homeless Development Initiative (TIHDI) approved by the San Francisco Board of Supervisors in 1996, TIHDI will receive \$369,244, or 8.49% of Percentage Rent.

John Stewart Company Percentage Rent: \$4,349,168

TIHDI-TIDA Sharing Agreement Calculations:  $(\$4,349,168 \times 8.49\%) = \$369,244$

John Stewart Company Percentage Rent Balance:  $(\$4,349,168 - \$369,244) = \$3,979,923$

2. Base Rent: The John Stewart Company projects \$585,024 in Base Rent in the FY 2012-13.

John Stewart Housing Revenues:  $\$3,979,923 + \$585,024 = \$4,564,947$

H. Housing CAM

Revised TIDA FY 11-12 Budget	Proposed TIDA FY 12-13 Budget	Change
\$479,472	\$479,472	\$0

The proposed FY 2012-13 Budget projects \$479,472 in housing Common Area Maintenance (CAM) charges based on the following schedule.

TIDA Other Housing CAM Revenues FY12-13	Monthly	Annualized
Catholic Charities (66 Units)	\$2,875	\$34,500
John Stewart Housing CAM (578 Units)	\$28,300	\$339,600
Island Bay Homes (Formerly Community Housing Partnership) (66 Units)	\$3,205	\$38,460
Rubicon Villages (44 Units)	\$2,055	\$24,660
Swords to Plowshares (36 Units)	\$1,720	\$20,640
HAFCI Walden House (38 Units)	\$1,801	\$21,612
Total	\$39,956	\$479,472

Expenses		Revised FY 11-12	Proposed FY 12-13
<b>ADMINISTRATION</b>			
TRAVEL COSTS		\$4,500	\$13,000
TRAINING COSTS		\$6,300	\$6,300
EMPLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES)		\$1,250	\$1,250
MEMBERSHIP FEES		\$2,700	\$6,700
PROMOTIONAL AND MARKETING EXPENSE		\$13,500	\$13,500
ADMIN PROFESSIONAL & SPECIALIZED SERVICES			
A. TREASURE ISLAND BOYS & GIRLS CLUB HOUSE		\$133,000	\$136,990
B. THOI - OPERATING CONTRACT		\$157,000	\$157,000
C. T. CYM OPERATIONS YMCA		\$142,500	\$146,775
D. MARINE SALVAGE		\$10,000	\$7,500
E. PUBLIC ART HISTORICAL PRESERVATION		\$17,000	\$17,000
F. OTHER CURRENT EXPENSES AND PROFESSIONAL SERVICES		\$52,000	\$80,000
MATERIALS & SUPPLIES (OFFICE)		\$12,900	\$17,900
REDEVELOPMENT ADMINISTRATION EXPENSE		\$26,000	
			Integrated into Admin Expenses
<b>TOTAL ADMINISTRATION</b>		<b>\$574,210</b>	<b>\$590,975</b>
<b>PROFESSIONAL &amp; SPECIALIZED SERVICES</b>			
MAINTENANCE SERVICES - BUILDINGS & IMPROVEMENTS			
A. SCAVENGER SERVICES (Trash Disposal)		\$25,000	\$25,000
B. JANITORIAL SERVICES (TOOLWORKS)		\$120,000	\$123,600
C. GROUNDS MAINTENANCE RUBICON		\$841,000	\$660,000
D. TIDA FACILITIES MANAGEMENT SERVICES		\$200,000	\$150,000
PUBLIC SAFETY & SECURITY SERVICES		\$76,500	
			Integrated into TIDA Facilities Management Services
RENTS & LEASES - EQUIPMENT		\$11,700	\$11,700
OTHER CURRENT EXPENSES (OTHER ADMINISTRATIVE)		\$27,000	
FACILITIES MAINTENANCE (SPECIAL CAPITAL IMPROVEMENT PROJECTS)		\$250,000	\$200,000
REDEVELOPMENT OTHER PROFESSIONAL SERVICES		\$490,000	\$1,000,400
<b>TOTAL PROFESSIONAL &amp; SPECIALIZED SERVICES</b>		<b>\$1,841,200</b>	<b>\$2,170,700</b>
<b>CITY DEPARTMENT WORK-ORDERS</b>			
OTIS SERVICES (AAO)		\$38,175	\$43,175
GENERAL SERVICES AGENCY		\$1,077,318	\$1,075,498
RISK MANAGEMENT SERVICES (INSURANCE)		\$98,850	\$92,000
CITY ATTORNEY - LEGAL SERVICES		\$128,000	\$138,000
GEARABOUT TRAINING (AAO)		\$3,000	\$3,000
IS-BURGH-CENTRAL SHOP-AUTO MAINT (AAO)		\$3,900	\$6,000
IS-BURGH-CENTRAL SHOP-FUEL STOCK (AAO)		\$3,500	\$4,000
GF - PARKING & TRAFFIC		\$8,000	\$25,000
IS-PURCH-REPRODUCTION (AAO)		\$9,000	\$6,000
GF - POLICE SECURITY (SPFD)		\$70,632	\$74,033
GF - SPFD		NA	\$3,000
GF-PUC-HATCH HETCHY (AAO) (\$693,380 Utility Bills, 135,000 Gallons, \$200,000 MOU)		\$988,000	\$1,043,360
ADM. - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE-FACILITIES MGMT)		\$32,072	\$32,072
SRD-PW-BUILDING REPAIR (AAO)		\$789,560	\$810,157
SRD-PW-BUREAU OF STREET ENVIRONMENTAL SERVICES		\$208,470	\$214,724
SRD-PW-BUREAU OF STREETS AND SEWER REPAIR SERVICES		\$90,265	\$92,673
SRD-PW-BUREAU OF URBAN FORESTRY SERVICES		\$160,000	\$264,800
REDEVELOPMENT CITY WORK-ORDERS		\$1,435,000	\$1,036,588
<b>TOTAL CITY DEPARTMENT WORK-ORDERS</b>		<b>\$5,734,342</b>	<b>\$5,736,081</b>
<b>TOTAL OPERATIONS EXPENDITURES</b>		<b>\$8,149,752</b>	<b>\$8,497,756</b>
<b>TOTAL EXPENDITURES</b>		<b>\$8,149,752</b>	<b>\$8,497,756</b>
<b>TOTAL REVENUES</b>		<b>\$8,224,979</b>	<b>\$8,539,169</b>
<b>RESIDUAL FOR RESERVE</b>		<b>\$75,227</b>	<b>\$41,413</b>

RESERVE AVAILABLE FOR CONTRIBUTION TO THE GENERAL FUND



## II. TIDA EXPENSE DETAILS

The expenditure for daily operations for Treasure and Yerba Buena Islands are defined under the following three categories: Administration, Professional and Specialized Services, and City Department Work-Orders.

### A. ADMINISTRATION

#### 1. Travel Costs

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$4,500	\$13,000	\$8,500

The proposed FY 12-13 Budget increases the level of funding for Travel Costs associated with seminars and conferences in the amount of \$8,500. This increase is due to the integration of Redevelopment expenses into the operation budget. The annual Staff Performance Plans encourage staff participating in professional development.

#### 2. Training and Conference Costs

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$6,300	\$6,300	\$0

The Proposed FY 12-13 Budget provides the same level of funding for Training and Conference Costs. The annual Staff Performance Plans encourage staff participating in professional development.

#### 3. Employee Field Expenses

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$1,250	\$1,250	\$0

The proposed FY 12-13 Budget provides the same level of funding for Employee Field Expenses.

#### 4. Membership Fees

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$2,700	\$6,700	\$4,000

The proposed FY 12-13 Budget increases the level of funding for Membership Fees in the amount of \$4,000. This increase is due to the integration of Redevelopment expenses into the operation budget. The annual Staff Performance Plans encourage staff participating in professional development.

5. Marketing and Promotion

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$13,500	\$13,500	\$0

The proposed FY 12-13 Budget provides the same level of funding for Marketing and Promotion.

6. Professional & Specialized Services

a. Treasure Island Boys and Girls Club House

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$133,000	\$136,990	\$3,990

The proposed FY 12-13 Budget increases the level of funding for The Boys and Girls Club House in the amount of \$3,990 or 3% consistent with the Consumer Price Index. The Boys and Girls Club on Treasure Island provides health, education and youth development services to TI children and their families. The Boys and Girls Club occupies two of the school pods which are provided free of charge.

b. Treasure Island Homeless Development Initiative (TIHDI) – Operating Contract

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$157,000	\$157,000	\$0

The Proposed FY 2012-13 Budget provides the same level of funding for the Treasure Island Homeless Development Initiative (TIHDI) – Operating Contract. Under the Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, TIHDI provides several services to TIDA including coordinating and facilitating participation of community-based homeless service organizations, operating the job broker system, as well as future development planning.

c. TI Gym Operation - YMCA

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$142,500	\$146,775	\$4,275

In FY 06-07, YMCA was contracted to operate the Treasure Island gym. The proposed FY 12-13 Budget increases the level of funding for the TI Gym Operation by \$4,275 or 3% consistent with the Consumer Price Index.



d. Marine Salvage

TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$10,000	\$7,500	(\$2,500)

The Proposed FY 12-13 Budget decreases the level of funding for marine salvage services by \$2,500. Marine Salvage is for the removal of sunken, stored and abandoned vessels from the Clipper Cove.

e. Public Art Historical Preservation

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$17,000	\$17,000	\$0

The Proposed FY 12-13 Budget provides the same of funding for Historical Preservation/Public Art for storage. The expenditure line funds historic interpretation and programming, provides for the care and conservation of the Authority's existing historic artifacts such as storage of murals and TI museum collection with art storage contractor Atthove Fine Arts Services.

f. Other Current Expenses and Professional Services

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$79,000	\$80,000	\$1,000

The Proposed FY 12-13 combines Other Current Expenses and Professional Services line items. The Proposed FY 12-13 budget increases the level of funding for Other Current and Professional Services by \$1,000. This increase is due to the integration of Redevelopment expenses into the operation budget. The line item includes the following professional services: the cost of the rental of portable rest-room facilities, carpet cleaning, pest control, signage for the Island, postage, professional messenger services, and business cards.

g. Materials & Supplies

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$12,960	\$17,960	\$5,000

The Proposed FY 12-13 Budget increases the level of funding for Materials & Supplies by \$5,000 due to the integration of Redevelopment Expenses. The funding for Materials and Supplies is for office materials such as toners, stationary, and recycling receptacles, copier supplies, and copy paper.

**B. PROFESSIONAL AND SPECIALIZED SERVICES**

**1. Maintenance Services – Building & Improvements**

**a. Scavenger Services**

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$25,000	\$25,000	\$0

Recology provides trash removal and recycling services to Treasure and Yerba Buena Islands.

**b. Janitorial Services - Toolworks**

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$120,000	\$123,600	\$3,600

The Proposed FY 12-13 Budget increases Janitorial Services by \$3,600 or 3% consistent with the Consumer Price Index. Toolworks provides janitorial maintenance services to Building One for TIDA, Building 502- the childcare facility managed by Catholic Charities, and Building 264 restrooms. Toolworks is a member organization of TIHDI that employs formerly homeless and economically disadvantaged individuals.

**c. Grounds Maintenance - Rubicon**

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$641,000	\$660,000	\$19,000

The Proposed FY 12-13 Budget increases the level of funding for Grounds Maintenance – Rubicon by \$19,000, or 3% consistent with the Consumer Price Index. The Grounds Maintenance – Rubicon funding allocates \$642,000 for general grounds maintenance and \$18,000 for Contingency. Rubicon Enterprises provides all landscaping maintenance services on Treasure and Yerba Buena Islands and has separate landscaping contracts with other housing providers. Rubicon is a member organization of TIHDI and employs formerly homeless and economically disadvantaged individuals.

**d. TIDA Facilities Management**

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$200,000	\$150,000	(\$50,000)

The Proposed FY 12-13 Budget decreases the level of funding for TIDA Facilities Management by \$50,000. The funding for TIDA Facilities Management expenses (outside of City Departments Work Orders) will fund contracts as needed for commercial property maintenance and upkeep, including hazmat removal and patrolling vacant buildings.

2. Rents & Leases - Equipment

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$11,700	\$11,700	\$0

The Proposed FY 12-13 Budget provides the same level of funding for Rents & Leases – Equipment. The funding for Rents & Leased Equipment is for rentals including a copier, postage machine, and water dispenser.

3. Facilities Maintenance (TIDA Capital Improvement)

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$250,000	\$200,000	(\$50,000)

The Proposed FY 12-13 Budget decreases the level of funding for Facilities Maintenance by \$50,000. The Proposed FY 12-13 Budget allocates funding for street paving, seal coating residential parking lots, vegetation management, demolition of buildings, and improvement along the waterfronts of the Island to enhance visitor experience.

4. Redevelopment Professional Services

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$490,000	\$1,000,400	\$510,400

All redevelopment expenses are included in TIDA Operations budget. The Proposed FY 2012-2013 Budget increases \$510,400 in professional services as detailed below in the table. There will be no direct reimbursement by the TICD in the FY 12-13.

PROFESSIONAL & SPECIALIZED SERVICES	Approved FY 2011-12	Proposed FY 2012-13
Environmental Engineering	\$200,000	\$180,000
Redevelopment Planning	\$75,000	\$0
Economic & Fiscal Analysis	\$40,000	\$0
Transportation Planning (Transportation Authority)	\$50,000	N/A
Financial Advisor/Bond Counsel	\$50,000	\$50,000
Appraisal/Other Consultants	\$75,000	N/A
Cost Estimating	N/A	\$0
Land Transfer and Closing Costs	N/A	\$25,000
Relocation Consultant	N/A	\$50,000
SFCTA (Bonnie Nelson contract)	N/A	\$150,000
Interim Move Payments (Estimate Payments 2013)	N/A	\$545,400
TIMMA	N/A	\$0
<b>Subtotals</b>	<b>\$490,000</b>	<b>\$1,000,400</b>

**C. TIDA WORK-ORDER SERVICES WITH OTHER DEPARTMENTS**

**1. DTIS- Telephone Services and Infrastructure**

<b>Revised TIDA FY 11-12 Budget</b>	<b>Proposed FY 2012-13</b>	<b>Change</b>
<b>\$38,175</b>	<b>\$43,175</b>	<b>\$5,000</b>

The Proposed FY 12-13 Budget increases funding for DTIS – Telephone Services and Infrastructure by \$5,000. This increase is due to the integration of Redevelopment expenses into the operation budget. This W.O. provides funds for infrastructure, telephone services, and cell phone expenses as requested by the Department of Telecommunications and Information Systems. DTIS also provides maintenance services for TIDA's website.

**2. General Services Agency**

<b>Revised TIDA FY 11-12 Budget</b>	<b>Proposed FY 2012-13</b>	<b>Change</b>
<b>\$1,677,318</b>	<b>\$1,875,499</b>	<b>\$198,181</b>

**a. Financial Oversight/IT Services and MOU**

<b>Revised TIDA FY 11-12 Budget</b>	<b>Proposed FY 2012-13</b>	<b>Change</b>
<b>\$236,412</b>	<b>\$240,000</b>	<b>\$3,588</b>

The Proposed FY 2012-13 Budget increases the level funding for Financial Oversight/IT Services and MOU by \$3,588. General Services Agency provides services to TIDA in support of human resources, budget, accounting, financial reporting including FAMIS and payroll. In addition, certain information and technology support including network, server, workstation, software maintenance and support are also managed by General Services Agency. These management, financial, and technical roles are memorialized in the amended MOU between TIDA and GSA.

**b. Operations Salaries and Fringe**

<b>Revised TIDA FY 11-12 Budget</b>	<b>Proposed FY 2012-13</b>	<b>Change</b>
<b>\$993,215</b>	<b>\$1,131,153</b>	<b>\$137,938</b>

The Proposed FY 12-13 Budget increase the level of funding by \$137,938. The Proposed staffing plan is 12 full-time positions in FY 12-13 for Operations and Redevelopment. All positions are employees of General Services Agency (GSA) and are reflected in the GSA's budget presented to the Board of Supervisors. TIDA will work-order monies to fund these positions though the GSA MOU as detailed in the attached spreadsheet.

TIDA  
FY 2011-12 Operations Redevelopment Salary Schedule

FY 2012-13- TIDA Operations Salaries & Fringes			Annual Salary FY 12-13	Fringe Benefits	Total
Class#	Classification Title	TIDA Job Title			
953	Deputy Director III	Director of Island Operations	\$168,537.00	\$67,414.80	\$235,951.80
4143	Principal Real Property Officer	Deputy Director Real Estate	\$132,340.00	\$52,936.00	\$185,276.00
4140	Real Property Officer	Property Manager	\$98,774.00	\$39,509.60	\$138,283.60
1823	Senior Administrative Analyst	Community Liaison	\$95,654.00	\$38,261.60	\$133,915.60
1823	Senior Administrative Analyst	Project Manager	\$95,654.00	\$38,261.60	\$133,915.60
1844	Management Assistant	Management Assistant/Commission Secretary	\$82,628.00	\$33,051.20	\$115,679.20
1822	Administrative Analyst	Budget Analyst	\$64,428.00	\$25,771.20	\$90,199.20
1820	Junior Administrative Analyst	Receptionist/Admin Support	\$59,952.00	\$23,980.80	\$83,932.80
9910	TIDA Internship Program	Public Service Aide	\$10,000.00	\$4,000.00	\$14,000.00
<b>Grand Total</b>			<b>\$807,967.00</b>	<b>\$323,186.80</b>	<b>\$1,131,153.80</b>

FY 2011-12 TIDA Redevelopment Salaries & Fringes			Annual Salary FY 12-13	Fringe Benefits	Total
933	Principal Senior Assistant	Project Manager	\$145,912.00	\$58,364.80	\$204,276.80
1823	Senior Administrative Analyst	Project Manager (Vacant)	\$78,910.00	\$31,564.00	\$110,474.00
1840	Jr Management Assistant	Jr Management Assistant	\$62,234.00	\$20,893.60	\$83,127.60
1822	Administrative Analyst	Analyst	\$74,568.00	\$29,827.20	\$104,395.20
<b>Grand Total</b>			<b>\$351,624.00</b>	<b>\$140,649.60</b>	<b>\$492,273.60</b>

TIDA Board Health Benefits

\$12,072.00

<b>Total Operations and Redevelopment Salaries</b>	<b>\$1,623,427.40</b>
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c. Redevelopment Salaries and Fringe

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$633,280	\$492,273	(\$141,007)

The Proposed FY 12-13 Budget decreases the overall level of funding by \$141,007.

d. TIDA Board Health Benefits

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
N/A	\$12,072	\$12,072

The Proposed FY 12-13 Budget increases the level of funding for TIDA Board Health Benefits by \$12,072. The increase is due to the proposed addition of TIDA Board Health Benefits to GSA salaries for 12 TIDA Board Members.

3. Risk Management Services (Insurance)

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$98,850	\$82,000	(\$16,850)

The Proposed FY 12-13 Budget decreases Risk Management Services (Insurance) by \$16,850 as recommended by Risk Management. This W.O provides funding for general liability coverage, liability insurance for TIDA's Board of Directors, and funding for the review of TIDA proposed subleases and use-permits by the Risk Manager to determine appropriate insurance requirements.

4. City Attorney – Legal Services

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$125,000	\$130,000	\$5,000

The Proposed FY 12-13 Budget increases City Attorney – Legal Services by \$5,000 in accordance to the past year's expenses. This W.O provides funds for the City Attorney's Office to act as TIDA's General Counsel and to provide legal services for TIDA's role as caretaker and property manager of the islands and other administrative responsibilities.

5. Human Resources – Management Training

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$3,000	\$3,000	\$0

The Proposed FY 12-13 Budget provides the same level of funding as last year for Human Resources and Management Training. The annual Staff Performance Plans encourage staff participating in professional development.



6. Purchasing -Central Shops-Auto Maintenance

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$3,500	\$6,000	\$2,500

The Proposed FY 12-13 Budget increases the level of funding for Vehicle Maintenance by \$2,500 in accordance to the past year's expenses.

7. Purchasing -Central Shops-Fuel

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$3,500	\$4,000	\$500

The Proposed FY 12-13 Budget increases the level of funding for fuel through Central Shops by \$500 to accommodate for rising gas prices.

8. Department Of Parking and Traffic (DPT)

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$8,000	\$25,000	\$17,000

The Proposed FY 12-13 Budget increases the level of funding for the Department of Parking and Traffic by \$17,000 in anticipation of America's Cup activities. This W.O provides funds to DPT services for traffic control and parking enforcement during major public holidays and events when spectators and large crowds visit the Island. These events may include 4<sup>TH</sup> of July, Fleet Week, KEOG Kaboom. Additional funding is required in anticipation of the America's Cup activities.

9. Purchasing -Reproduction

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$6,000	\$6,000	\$0

The Proposed FY 12-13 Budget maintains the same level of funding for the Reproduction line. The Reproduction funding line is for Ricoh Copier maintenance, city stationary, envelops, labels, and alike.

10. San Francisco Police Department

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$70,632	\$74,033	\$3,401

The Proposed FY 12-13 Budget increases the SFPD Budget by \$3,401. The work order provides for building and grounds patrol during week day nights.

11. San Francisco Fire Department

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
N/A	\$3,000	\$3,000

The proposed FY 12-13 Budget provides funding in the amount of \$3,000 for the San Francisco Fire Department in NERT training for the Treasure Island Community.

11. Public Utilities Commission – Hetch Hetchy

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$998,000	\$1,043,360	\$43,360

The proposed FY 12-13 Budget increases the level of funding for the PUC for TIDA's utility expenses to \$693,360 on the Islands. TIDA also leases two back-up generators at the cost of \$150,000 a year. Finally, another \$200,000 is allocated for the MOU between TIDA for the settlement of TIDA's outstanding liabilities from previous years.

12. Real Estate Special Services (DRE)

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$32,072	\$32,072	\$0

The Proposed FY 12-13 Budget maintains the same level of funding for the Real Estate Special Services (DRE). The work order funds Facilities Management Services (DRE) for building service contracts such as fire alarm system, sprinkler system and elevator maintenance services.

13. DPW Bureau of Building Repair (BBR)

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$786,560	\$810,157	\$23,597

The Proposed FY 12-13 Budget increases the level of funding for BBR in the amount of \$23,597 or 3%. BBR provides funding for a Senior Stationary Engineer, a Stationary Engineer and a laborer as well as crafts such as electrical, plumbing, glass, sheet metal, locksmith and carpenter on an as needed basis. This line also funds materials and supplies.

14. DPW Bureau of Street Environmental Services (BSES)

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$208,470	\$214,274	\$6,254

The proposed FY 12-13 Budget increases the level of funding for BSES in the amount of \$6,254 or 3%. BSES provides service for two nights weekly freeway on/off ramp street cleaning, weekly manual landscape cleaning, and twice monthly streets and roadways street cleaning. BSES also provides trash can set-up, clean-up and debris removal for special public events such as New Year's Eve, Memorial Day, 4<sup>TH</sup> of July and Fleet Week and during weekends.

This line funds the staff at the Front-Gate to monitor traffic entering and exiting Treasure Island and to assist visitors with directions and information.

15. DPW Bureau of Streets and Sewer Repair Services (BSSR)

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$80,265	\$82,673	\$2,408

The proposed FY 12-13 Budget increases the level of funding for BSES repairs in the amount of \$2,408 or 3%. BSES repairs potholes on Treasure and Yerba Buena Islands for a total of forty (40) repair visits during the year.

16. DPW Bureau of Urban Forestry Services (BUF)

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$160,000	\$264,800	\$104,800

The proposed FY 12-13 Budget increases the level of funding for BUF in the amount of \$104,800. This is due to the addition of services for the Pavilion By-the-Bay, Building 449, and Palm Tree Grooming. BUF shall continue to provide landscaping services to the areas surrounding the Chapel, Library, and Casa de la Vista, our Special Event District.

17. Redevelopment City Work-Orders

Revised TIDA FY 11-12 Budget	Proposed FY 2012-13	Change
\$1,435,000	\$1,036,588	(\$398,412)

The Proposed FY 12-13 Budget decreases \$398,412 in Redevelopment City Department Work-Orders to assist with the redevelopment planning activities detailed in the below table.

Expenses	Revised FY 11-12	Proposed FY 12-13
<b>TIDA REDEVELOPMENT PLANNING</b>		
<b>ADMINISTRATION &amp; CITY DEPARTMENT WORK-ORDERS</b>		
Planning Dept / Redevelopment Agency	\$25,000	N/A
City Attorney's Office	\$1,180,000	\$786,588
Office of Economic and Workforce Development	\$130,000	\$150,000
PUC Hetch Hetchy	\$75,000	\$0
SFMTA	\$25,000	\$0
Risk Management	N/A	\$100,000
<b>Subtotals</b>	<b>\$1,435,000</b>	<b>\$1,036,588</b>

Treasure Island Development Authority

2-Year Revenue Forecast

TIDA REVENUE SOURCES 12/31/2011	Revised FY 2011-12 Budget	FY 2012-13 Projections	FY 2013-14 Projections
Joint Venture Special Events	\$346,595.00	\$286,000.00	\$286,000.00
TIDA Special Events Revenues	\$323,700.00	\$316,200.00	\$252,700.00
T1 Commercial Revenues	\$2,146,769.00	\$2,505,000.00	\$2,463,682.00
Film Revenues	\$115,000.00	\$25,000.00	\$25,000.00
YBT Cellistes/ Banner Revenues	\$308,550.00	\$272,950.00	\$272,950.00
Maritime Revenues	\$90,000.00	\$90,000.00	\$90,000.00
John Stewart Company Housing Revenues	\$4,414,893.00	\$4,564,947.00	\$4,564,947.00
Housing CAM	\$479,472.00	\$479,472.00	\$479,472.00
<b>Grand Totals</b>	<b>\$8,224,979</b>	<b>\$8,539,169</b>	<b>\$8,434,351</b>

(1) January 2014 Phase 1A + 1B Occurs affecting commercial revenue: Building 180

Expenses		Revised FY 11-12	Proposed FY 12-13	Proposed FY 13-14
<b>3/9/2012 TIDA OPERATIONS 2 YR EXPENSES FORECAST</b>				
<b>ADMINISTRATION</b>				
TRAVEL COSTS		\$4,500		\$13,000
TRAINING COSTS		\$6,300		\$6,300
EMPLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES)		\$1,250		\$1,250
MEMBERSHIP FEES		\$2,700		\$6,700
PROMOTIONAL AND MARKETING EXPENSE		\$13,500		\$13,500
ADMIN PROFESSIONAL & SPECIALIZED SERVICES				
A. TREASURY ISLAND BOYS & GIRLS CLUB HOUSE		\$133,000		\$136,990
B. TIDBI - OPERATING CONTRACT		\$157,000		\$157,000
C. TIGYM OPERATIONS YMCA		\$142,500		\$146,775
D. MARINE SALVAGE		\$10,000		\$7,500
E. PUBLIC ART HISTORICAL PRESERVATION		\$17,000		\$17,000
F. OTHER CURRENT EXPENSES AND PROFESSIONAL SERVICES		\$52,000		\$50,000
MATERIALS & SUPPLIES (OFFICE)		\$12,960		\$17,960
REDEVELOPMENT ADMINISTRATION EXPENSE		\$26,000	Integrated into Admin Expenses	\$17,960
<b>TOTAL ADMINISTRATION</b>		<b>\$574,210</b>	<b>\$550,975</b>	<b>\$590,975</b>
<b>PROFESSIONAL &amp; SPECIALIZED SERVICES</b>				
MAINTENANCE SERVICES - BUILDINGS & IMPROVEMENTS				
A. SCAVENGER SERVICES (Trash Disposal)		\$25,000		\$25,000
B. JANITORIAL SERVICES (TOOLWORKS)		\$120,000		\$123,600
C. GROUNDS MAINTENANCE RUBICON		\$641,000		\$660,000
D. TIDA FACILITIES MANAGEMENT SERVICES		\$200,000		\$150,000
PUBLIC SAFETY & SECURITY SERVICES		\$76,500	Integrated into TIDA Facilities Management Services	\$200,000
RENTS & LEASES - EQUIPMENT		\$11,700	Integrated into TIDA Facilities Management Services	\$11,700
OTHER CURRENT EXPENSES (OTHER ADMINISTRATIVE)		\$27,000	Moved to Other Current expenses and prof services	\$11,700
FACILITIES MAINTENANCE (SPECIAL CAPITAL IMPROVEMENT PROJECTS)		\$250,000		\$250,000
REDEVELOPMENT OTHER PROFESSIONAL SERVICES		\$400,000		\$380,000
<b>TOTAL PROFESSIONAL &amp; SPECIALIZED SERVICES</b>		<b>\$1,841,200</b>	<b>\$2,170,700</b>	<b>\$1,650,300</b>
<b>CITY DEPARTMENT WORK-ORDERS</b>				
DTIS SERVICES (AAO)		\$38,175		\$43,175
GENERAL SERVICES (AAO)		\$1,677,318		\$1,875,499
RISK MANAGEMENT SERVICES (INSURANCE)		\$98,150		\$82,000
CITY ATTORNEY - LEGAL SERVICES		\$125,000		\$130,000
GE-HR-AGMT. TRAINING (AAO)		\$3,000		\$3,000
IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)		\$3,500		\$5,000
IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)		\$3,500		\$4,000
GP - PARKING & TRAFFIC		\$8,000		\$25,000
IS-PURCH-REPRODUCTION (AAO)		\$6,000		\$5,000
GP - POLICE SECURITY (SFPD)		\$70,832		\$74,053
GP - SFPD		\$1,435,000		\$1,435,000
GP-PUC-HATCH HATCH (AAO) (\$93,360 Utility Bill, 135,000 Generators, \$200,000 MOU)		\$998,000		\$1,043,360
ADM - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE-FACILITIES MGMT)		\$32,072		\$32,072
SH-OPW-BUILDING REPAIR (AAO)		\$756,950		\$834,482
SH-OPW-BUREAU OF STREET ENVIRONMENTAL SERVICES		\$208,470		\$214,724
SH-OPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES		\$80,285		\$82,673
SH-OPW-BUREAU OF URBAN FORESTRY SERVICES		\$100,000		\$264,900
REDEVELOPMENT CITY WORK-ORDERS		\$1,435,000		\$1,435,000
<b>TOTAL CITY DEPARTMENT WORK-ORDERS</b>		<b>\$5,734,342</b>	<b>\$5,736,081</b>	<b>\$5,141,318</b>
<b>TOTAL OPERATIONS EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>		<b>\$8,149,752</b>	<b>\$8,497,756</b>	<b>\$7,382,593</b>
<b>TOTAL REVENUES</b>				
<b>TOTAL REVENUES</b>		<b>\$8,224,979</b>	<b>\$8,539,169</b>	<b>\$8,434,351</b>
<b>RESIDUAL FOR RESERVE</b>		<b>\$75,227</b>	<b>\$41,413</b>	<b>\$1,051,758</b>

SUBJECT TO AVAILABLE FOR CONTRIBUTION TO THE RESERVE FUND









To: TIDA Board of Directors

Cc: Mirian Saez, Director of Island Operations, TIDA

From: Ned York, Assistant Vice President, The John Stewart Company

Date: March 8, 2012

Subj.: Addendum C to the Residential Lease  
The Villages at Treasure Island

NED  
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During my presentation at the February TIDA Board of Directors' meeting, I was asked to submit a list of changes that The Mayor's Office of Economic and Work Force Development, the Treasure Island Community Development LLC and The John Stewart Company were proposing in the form of an addendum to the Residential Lease for the Villages at Treasure Island.

When I appeared before the Board, I stated that the addendum to the Residential Lease presented to the residents in January included changes requested by the Mayor's Office, TICD and The John Stewart Company. I discussed with you the fact that the main reason prompting the Villages to revise its Residential Lease at this time was to conform with the Transition Housing Rules and Regulations and the Disposition and Development Agreement approved by TIDA and the Board of Supervisors in July 2011. In addition, I also stated that The John Stewart Company was utilizing this opportunity to propose various management and operational changes of its own. It was at this point in my presentation when I was asked to identify for the Board prior to its March meeting which specific changes in the addendum related to management and operations and which specific changes related to the Transition Housing Rules and Regulations and the DDA.

Please note that the addendum the Villages presented to the residents in January and which I discussed with you in February has now been withdrawn. Instead, The John Stewart Company has decided to introduce a new addendum called Addendum C which will replace all previous addendums. Addendum C does not include any changes with respect to the management or operations of the Villages; it only includes changes requested by the Mayor's Office of Work Force and Economic Development and the Treasure Island Community Development LLC to conform with the Transition Housing Rules and Regulations and the DDA.

The John Stewart Company regrets any misconceptions which the previous addendums may have caused. The John Stewart Company has successfully managed and operated the Villages at Treasure Island with the current Residential



Lease since 1999 and we will continue to do so without proposing any changes to it that may unsettle residents.

For your information, I have attached Addendum C and a red-lined version of the Residential Lease. Addendum C includes only three substantive changes:

**Paragraph III**

**Month to Month Lease**—The Residential Lease is a “term” lease for one year with annual renewals. Addendum C states that term of the Residential Lease shall be month to month. Rents may be increased only annually—on the anniversary month of the household’s initial move-in.

**Paragraph VII**

**Children Reaching the Age of Majority:** The Residential Lease does not specify that minors reaching the age of majority need to be added to the lease as adults. In addition, the Residential Lease is being amended to determine eligibility for Transition Benefits for Minor Children Reaching the Age of Majority under the Transition Housing Rules and Regulations. When processing applications from Children Reaching the Age of Majority, the Villages will not conduct background checks.

**Paragraph XXII. Subparagraphs 7, 8 and 9**

**Grounds for Eviction:** Addendum C includes three additional causes of action to recover possession of a unit from a resident: 1) failure to sign a new rental agreement when presented with a temporary of Transition Unit; 2) failure to move if a governmental entity has determined that the existing unit poses a health and safety risk; 3) failure to move after the expiration of a Notice to Move.

On March 8, the Villages at Treasure Island mailed Addendum C along with a redlined version of the Residential Lease to the residents of the Villages. In an attempt to be transparent, we state in our transmittal letter that we will be holding two community presentations—March 13 and March 17—to explain the changes to the Residential Lease embodied in Addendum C, to give residents the opportunity to ask questions concerning the changes and to solicit their comments. Subsequently, on April 1 we will be sending residents a 60-Day Notice of Change of Terms of Tenancy that will make Addendum C effective June 1.

I will be appearing before the TIDA Board at its March meeting and will be happy to answer any questions you may have regarding the changes to the Residential Lease included in Addendum C.

**TREASURE ISLAND  
YERBA BUENA ISLAND**

**RESIDENTIAL LEASE**

**I. PARTIES:**

THIS AGREEMENT is made on XX/XX/20XX between:

**RESIDENT NAME 1 RESIDENT NAME 2**

**RESIDENT NAME 3 RESIDENT NAME 4**

(hereinafter called "Lessee") and The John Stewart Company (hereinafter called "Lessor").

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

**II. DESCRIPTION:**

The Lessor hereby leases to the Lessee and the Lessee hires from Lessor, on the terms and conditions hereinafter set forth, all the property situated in the County of San Francisco, State of California, described as follows, to wit: Apartment No. **UNIT #** at **STREET NAME**, San Francisco, California 94130 (the "Premises").

**III. TERM:**

- A. The term of the Residential Lease shall be month to month and continue on a month-to-month basis.
- B. Your current monthly rent is (current rent). If the Residential Lease is still in effect on a month-to month basis, the rent may be increased annually on each subsequent <Lease Month>. Although the Lessee's tenancy is not subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance, the annual rent increase shall be equivalent to the allowable annual increase announced by the San Francisco Residential Rent Stabilization and Arbitration Board in effect on the date of the rent increase.

Rent must be paid at the office of Lessor no later than the first day of each month in advance while the Residential Lease is in effect.

See Section IV of the Residential Lease for other rent payment provisions.

**C. Lessee acknowledges that:**

1. Lessor is a sublessee of the Treasure Island Development Authority ("TIDA"), which acquired a leasehold interest in Naval Station Treasure Island ("NSTI"), including the Premises, from the United States of America, acting by and through

the Department of the Navy ("Navy"), under a Master Lease that predates Lessee's initial occupancy at The Villages at Treasure Island.

2. Residential use of the premises is an interim use, and Lessee's tenancy at NSTI under the Residential Lease (and any preceding residential leases between Lessor and Lessee) is not permanent.

3. Notwithstanding anything in the Residential Lease or this Addendum to the contrary, the Residential Lease and Lessee's right to occupy the premises shall terminate if the Master Lease between the Navy and TIDA terminates.

~~The term of the lease shall be for one year beginning XX/XX/20XX payable @ \$X,XXX per month. At expiration of lease term, this lease will not automatically renew.~~

~~Lessee hereby acknowledges that the Lessor is a sublessee of the Treasure Island Development Authority and that the Treasure Island Development Authority acquired a leasehold interest in the Premises from the United States Navy under a master lease which pre-dates this lease agreement. Lessee further acknowledges that the residential use of the premises is an interim use and the tenancy created under this lease shall not be permanent. Although Lessor has entered into a seven (7) year sublease with the Treasure Island Development Authority commencing on or about March 1999, nonetheless, Lessee's right to occupy the Premises will be subject to termination under any of the following circumstances: (i) the Authority's master lease with the Navy terminates, (ii) after the expiration of the Initial Term of this Lease, upon thirty days prior written notice to the Lessee from Lessor for any reason, including the implementation of redevelopment plans by the Authority for the Base. For these reasons, Lessee acknowledges that it may not be entitled to continue to occupy the Premises beyond the initial one-year term of this Lease.~~

~~All of said rent shall be paid at the office of the agent of the Lessor, or at such other place as may be designated by the Lessor. All rent is to be paid on the first day of the month for the prospective rental period.~~

#### **IV. RENTS, LATE CHARGES, RETURNED CHECKS:**

*All rents are due and payable on or before the first day of each month.* All rents shall be paid by check or money order. No cash to be accepted. All rents not paid by the seventh (7th) day of the month incur a late charge of \$100.00. Returned checks will incur a charge of \$50.00, in addition to the late charge. If the 7th of the month falls on a weekend or holiday, the grace period will extend to include the next regular working day. If a rental check is returned by the bank, payment of rent by money order or cashier's check is required from residents for a one year period.

#### **V. ASSIGNMENT:**

The Lessee shall pay the Lessor said rent in the manner hereinafter specified, and shall not sublet the whole or any part of said premises, nor sell or assign this lease, either voluntarily or by operation of law, nor allow said property to be occupied by anyone



contrary to the terms hereof, without the written consent of the Lessor.

**VI. DEFAULT:**

Should said rent not be paid when due or should the Lessee default in any of the covenants or conditions contained herein, or if the conduct of Lessee or occupants shall be objectionable in the reasonable opinion of the Lessor, the Lessor or his representative may elect to terminate this lease.

**VII. USE AND OCCUPANCY:**

The Lessee shall occupy said demised premises and shall keep the same in good condition including such improvements as be made thereon hereafter, the usual wear and tear excepted, and shall not make any alterations thereon without the written consent of the Lessor and shall not commit or suffer to be committed any waste upon such premises. Lessee agrees to pay for any damage, including appliances and fixtures, caused by any act of negligence of himself or any member of his family or guest.

The premises are leased to the Lessee for the purpose of a residential dwelling. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose for which the said premises are hereby leased.

Maximum occupancy of said premises is limited to those named on the lease.

All governmental laws and ordinances shall be complied with Lessee.

Minor Children Reaching Age of Majority: At the time a minor child occupying the premises reaches the age of majority/18 years of age ("Adult Child"), Lessee shall:

- (1) Request in writing that the Adult Child be identified for the purpose of adding the Adult Child as a Lessee to the Residential Lease;
- (2) Lessee's Adult Child shall complete and deliver to Lessor a completed Lessor's rental application. Lessor shall process the application in accordance with standard procedures but if the Adult Child has resided on the premises at any time in the 12 months preceding the application, criminal and credit background checks will be waived;
- (3) Lessee's Adult Child shall sign a Residential Lease/Rental Agreement or Addendum as required by Lessor within five (5) days of Lessor's written request including the Notice and Acknowledgement; and
- (4) If an Adult Child is the child of a Post-DDA Tenant, that Adult Child will also be required to sign the Notice and Acknowledgement. Children of Post-DDA Tenants, including but not limited to Adult Children of Post-DDA Tenants, will not

be entitled to any benefits under the Transition Housing Rules and Regulations.

~~The Lessee shall occupy said demised premises and shall keep the same in good condition including such improvements as be made thereon hereafter, the usual wear and tear excepted, and shall not make any alterations thereon without the written consent of the Lessor and shall not commit or suffer to be committed any waste upon such premises. Lessee agrees to pay for any damage, including appliances and fixtures, caused by any act of negligence of himself or any member of his family or guest.~~

~~The premises are leased to the Lessee for the purpose of a residential dwelling. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose for which the said premises are hereby leased.~~

~~Maximum occupancy of said premises is limited to those named on the lease.~~

~~All governmental laws and ordinances shall be complied with Lessee.~~

#### **VIII. TENANT/LANDLORD:**

The Lessee hereby agrees to be bound, as is the landlord, by the amended sections to the Civil Code Sections 1942. The amendments being: Civil Code Sections 1941.1, 1941.2, 1942.1 and 1942.5, which state, among other things, the conditions for making repairs and deducting same from rents owed.

#### **IX. NUISANCE:**

The Lessee agrees not to engage in any activities which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, or interfere with the management of the project. Vestibules, hallways, stairways, and other public passages shall not be obstructed by the Lessee or their guests. Persons will not be permitted to run or play on balconies or stairways. Lessee agrees to place garbage and refuse inside the containers provided therefore.

#### **X. MAINTENANCE:**

A. The landlord agrees to:

1. Regularly clean all common areas of the project;
2. Maintain the common areas and facilities in a safe condition;
3. Arrange for collection and removal of trash and garbage;
4. Maintain all equipment and appliances in a safe and working order;
5. Make necessary repairs with reasonable promptness;

6. Maintain exterior lighting in good working order;
  7. Provide extermination services as necessary;
  8. Maintain the grounds.
- B. The Lessee agrees to:
1. Keep the unit clean, safe, and sanitary;
  2. Use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended;
  3. Not litter the grounds or common areas of the project;
  4. Not destroy, deface, damage, or remove any part of the unit, common areas or project grounds;
  5. Give the landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, the smoke detector, or any other part of the unit or related facilities;
  6. Remove garbage and other waste from the unit in a clean and safe manner as instructed by management. Trash pickup procedures vary depending upon location and may be amended from time to time; and
  7. Not engage in or permit unlawful activities in the unit, in the common areas or on the project grounds.

**XI. NOTICES:**

The Lessee will at all times cooperate with any reasonable House Rules which Lessor has, or may from time to time, furnish Lessee or post conspicuously on Lessor's premises. The Lessee by affixing his signature below acknowledges the receipt of a copy of the House Rules.

**XII. HOLD HARMLESS:**

Lessee hereby waives all claims against Lessor for damages to property or injuries to persons, including Lessee, in or about said premises; and Lessee will hold Lessor harmless from any damage or injury to persons or property arising from the use of premises by Lessee.

**XIII. LEGAL FEES:**

Should the Lessor be compelled to commence or sustain an action at law to collect said rent, or parts thereof, or for an unlawful detainer, or because of any other breach of this lease, the Lessee shall pay to the Lessor a reasonable attorney's fee for which shall be fixed by the Court.

**XIV. WAIVERS:**

The waiver by the Lessor of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein and the successors and assigns of the respective parties hereto.

**XV. SURRENDER CONDITION:**

At the expiration of said term, or the sooner determination thereof, the Lessee shall peacefully quit and surrender possession of said premises in as good condition as reasonable use and wear thereof permit.

**XVI. DEPOSIT FEES:**

Lessee agrees to deposit with the Lessor, on or before occupancy, the sum of ~~\$X,XXX~~ as security deposit. This sum shall be held by the Lessor as security for the faithful performances by the Lessee of the terms, covenants and conditions of this lease by Lessee to be kept performed during the term hereof. In the event of the failure of Lessee to keep and perform all of the terms covenants, and conditions of this lease, then, at the option of the Lessor, said Lessor may appropriate and apply said deposit, or so much thereof by Lessor due to such breach on the part of Lessee. Should Lessee comply with all of said terms, covenants, and conditions and promptly pay the entire rental herein provided for as it falls due, and all other sums payable by Lessee occupancy in accordance with California State law. A unit is considered vacated after all personal belongings have been removed and unit keys returned. DEPOSIT MAY NOT BE USED AS LAST MONTH'S RENT.

**XVII. LEGAL NOTICE:**

All notices to be given to Lessee must be given in writing personally or by depositing same in the United States mail, postage prepaid, and addressed to Lessee at the said premises, whether or not Lessee has departed from, vacated, or abandoned said premises.

**XVIII. INSPECTION:**

The Lessor, its agent and/or employees may enter said premises at reasonable times to inspect, clean, repair, or show the premises to prospective tenants, purchasers or lending institutions. The Lessee agrees to allow access and occupancy to workmen for redecorating, repairing or remodeling of the premises for such time as is necessary. Additional door locks may not be installed or altered without written permission from Lessor. Lessor will provide 24 hours notice of intent to enter unit except in emergency, when Lessor may enter immediately. Lessor is to leave notice to Lessee that Lessor entered the unit.

Landlord's agent shall make an annual inspection of all facilities and units. Agent shall designate a day when such inspection shall be made and so notify the resident at least five days prior thereto.

**XIX. NOTICE TO VACATE:**

A thirty (30) day written notice of the Lessee's intention to vacate the premises must be given to the Lessor. Any deposits that the Lessee may have on deposit with the Lessor are not to be considered the Last Month's rent. Refunds of security deposits will be made by Lessor after the premises are vacated. Lessor may terminate this lease if any local, state or federal agency orders the vacancy of the premises for health or safety reasons.

**XX. UTILITIES:**

Lessor will provide for utilities water, sewer, electricity, gas and garbage removal.

**XXI. HAZARDOUS MATERIALS:**

Lessor will not allow the storage of any hazardous materials on or around the premises and will not cause materials to be released anywhere on the property.

**XXII. ACKNOWLEDGEMENT OF INAPPLICABILITY of the San Francisco Residential Rent Stabilization and Arbitration Ordinance No. 276-79 (hereinafter called "Ordinance"):**

Lessee hereby acknowledges and agrees that because the rents for housing units on Treasure Island and Yerba Buena Island are set by a governmental authority the Treasure Island Development Authority, housing units on Treasure Island and Yerba Buena Island are exempt from the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance. Notwithstanding the foregoing, (i) the Rent noted in Section III above will not be increased more than once annually by an amount or at a rate greater than as would be permitted under the Ordinance, and (ii) Lessor shall not seek to evict or otherwise recover possession of the Premises from the Lessee unless such action is based on one of the reasons set forth below:

1. The Lessee has failed to pay the rent to which the Lessor is lawfully entitled under the oral or written agreement between the Lessor and Lessee or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or
2. The Lessee has violated the lawful obligation or covenant of tenancy and failed to cure such violation after having received written notice thereof from the Lessor; or
3. The Lessee is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the Lessor or tenant in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing; or



4. The Lessee is using or permitting a rental unit to be used for any illegal purpose; or
5. The Lessee has, after written notice to cease, refused the Lessor access to the rental unit as required by state or local law; or
6. A subtenant or other person not approved by Lessor is occupying the rental unit; or
7. Lessee fails to sign a new Rental Agreement for the premises or for a temporary rental unit or a Transition Unit or fails to sign any Addendums including, but not limited to, an Addendum for a temporary rental unit; provided, that the Rental Agreement and/or Addendum is substantially similar to the Rental Agreement or Addendum in effect at that time and, conforms, to the extent applicable, with Sections IV.B and/or V.F of the Transition Housing Rules and Regulations; or
8. A Federal, State or Local governmental entity or department has determined that the premises or the Project grounds pose a health or safety risk to Tenant or other residents and requires evacuation of the premises; or
9. For the grounds specified in Section XII.A of the Transition Housing Rules and Regulations adopted by the Treasure Island Development Authority on April 23, 2011, as amended from time to time.

This provision is not intended to impose, nor shall it be construed as requiring, Compliance with any of the procedural or administrative requirements of the Ordinance. Tenant further acknowledges and agrees that nothing herein shall impose the jurisdiction of the Ordinance on this Lease, nor is it intended to imply that any rules, policies or precedents of the Ordinance apply to this Lease.

~~Lessee hereby acknowledged and agrees that because the rents for housing units on Treasure Island and Yerba Buena Island are set by a governmental authority the Treasure Island Development Authority, housing units on Treasure Island and Yerba Buena Island are exempt from the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance. Notwithstanding the foregoing, (i) upon the renewal or extension of this Lease (but not after any vacancy or termination), the Rent noted in Section III above will not be increased by an amount or at a rate greater than as would be permitted under the Ordinance, and (ii) Lessor shall not seek to evict or otherwise recover possession of the Premises from the Lessee unless such action is based on one of the reasons set forth below:~~

- ~~1. The tenant has failed to pay the rent to which the landlord is lawfully entitled under the oral or written agreement between the tenant and landlord or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or~~



2. The tenant has violated the lawful obligation or covenant of tenancy and failed to cure such violation after having received written notice thereof from the landlord; or
3. The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or tenant in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing; or
4. The tenant is using or permitting a rental unit to be used for any illegal purpose; or
5. The tenant has after written notice to cease, refused the landlord access to the rental units required by state or local law; or
6. A subtenant or other person not approved by landlord is occupying the rental unit; or
7. The term of the lease has expired; or
8. The reasons set forth in Section III of this lease.

This provision is not intended to impose, nor shall it be construed as requiring, Compliance with any of the procedural or administrative requirements of the Ordinance, including, but not limited to the requirements of Sections 37.1(a)(3), (5), (11), (12) and (14) of the Ordinance. Tenant further acknowledges and agrees that nothing herein shall impose the jurisdiction of the Ordinance on this Lease, nor is it intended to imply that any rules, policies or precedents of the Ordinance apply to this Lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Addendum C as of the date and year executed below.

#### TREASURE ISLAND / YERBA BUENA ISLAND LANDLORD:

The John Stewart Company

By: \_\_\_\_\_  
Administrator (Date)

#### Original Lessee:

<Lessee Name> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Lessee Name> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Lessee Name> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Lessee Name> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**Post-DDA Lessee:**

<Post-DDA Lessee> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Post-DDA Lessee> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Post-DDA Lessee> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Post-DDA Lessee> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**XXIII. AUTHORIZED OCCUPANTS**

RESIDENT NAME 1 \_\_\_\_\_ RESIDENT NAME 2 \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_

RESIDENT NAME 3 \_\_\_\_\_ RESIDENT NAME 4 \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_

**IN WITNESS WHEREOF**, the Lessor and the Lessee have executed this lease as of the date and year first above written.

**TREASURE ISLAND / YERBA BUENA ISLAND LESSOR:**

By: \_\_\_\_\_  
Administrator \_\_\_\_\_ (Date)

**LESSEE** (all persons 18 years of age and older must sign):

By: \_\_\_\_\_  
\_\_\_\_\_ (Date)

By: \_\_\_\_\_  
\_\_\_\_\_ (Date)

By: \_\_\_\_\_  
\_\_\_\_\_ (Date)

By: \_\_\_\_\_  
\_\_\_\_\_ (Date)

**TREASURE ISLAND  
YERBA BUENA ISLAND**

**ADDENDUM C TO THE RESIDENTIAL LEASE/RENTAL AGREEMENT  
DATED XX/XX/ 20XX**

This Addendum C to the Residential Lease applies to the Residential Lease dated (XX/XX/20XX), by The John Stewart Company as Lessor, and each person signing below (collectively, Lessee), for the premises known as (address).

By signing this Addendum C, Lessor and Lessee agree as follows:

1. Paragraph III of the terms of the Residential Lease dated XX/XX/20XX is replaced by Paragraph III as set forth below;
2. Paragraph VII of the terms of the Residential Lease dated XX/XX/20XX is replaced by Paragraph VII as set forth below;
3. Paragraph XXII of the terms of the Residential Lease dated XX/XX/20XX is replaced by Paragraph XXII as set forth below;
4. If the Lessee executed Addendum Re: Change of Terms of Tenancy, then this Addendum C shall reinstate the terms of the Lessee's Residential Lease dated XX/XX/20XX that was in effect at the time just prior to the Lessee executing the Addendum Re: Change of Terms of Tenancy (subject to the changes set forth in this Addendum) and revoke and supersede Addendum Re: Change of Terms of Tenancy in its entirety.
5. If the Lessee executed an Addendum between July 1, 2010 – October 31, 2010 to Residential Lease, hereafter referred to as Addendum A; then this Addendum C shall revoke and supersede Addendum A in its entirety; and
6. If the Lessee executed an Addendum between November 1, 2010 – June 30, 2011 to Residential Lease, hereafter referred to as Addendum B; then this Addendum C shall revoke and supersede Addendum B in its entirety; and

**ALL OTHER TERMS OF THE FOLLOWING:** a) the Residential Lease dated XX/XX/20XX, the House Rules, Disclosures, Addendum, Acknowledgements and Agreements attached to the Residential Lease dated XX/XX/20XX SHALL REMAIN IN FULL FORCE AND EFFECT.

In the event of a conflict between the Residential Lease and any Addendum; the terms of this Addendum C shall control.

CHANGES TO PARAGRAPH III, VII AND PARAGRAPH XXII OF THE RESIDENTIAL LEASE DATED XX/XX/20XX:

1. PARAGRAPH III. TERM OF THE RESIDENTIAL LEASE DATED XX/XX/20XX SHALL BE REPLACED IN ITS ENTIRETY BY THE FOLLOWING TERMS:

- A. The term of the Residential Lease shall be month to month and continue on a month-to-month basis.
- B. Your current monthly rent is (current rent). If the Residential Lease is still in effect on a month-to month basis, the rent may be increased annually on each subsequent <Lease Month>. Although the Lessee's tenancy is not subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance, the annual rent increase shall be equivalent to the allowable annual increase announced by the San Francisco Residential Rent Stabilization and Arbitration Board in effect on the date of the rent increase.

Rent must be paid at the office of Lessor no later than the first day of each month in advance while the Residential Lease is in effect.

See Section IV of the Residential Lease for other rent payment provisions.

C. Lessee acknowledges that:

- 1. Lessor is a sublessee of the Treasure Island Development Authority ("TIDA"), which acquired a leasehold interest in Naval Station Treasure Island ("NSTI"), including the Premises, from the United States of America, acting by and through the Department of the Navy ("Navy"), under a Master Lease that predates Lessee's initial occupancy at The Villages at Treasure Island.
- 2. Residential use of the premises is an interim use, and Lessee's tenancy at NSTI under the Residential Lease (and any preceding residential leases between Lessor and Lessee) is not permanent.
- 3. Notwithstanding anything in the Residential Lease or this Addendum to the contrary, the Residential Lease and Lessee's right to occupy the premises shall terminate if the Master Lease between the Navy and TIDA terminates.

2. PARAGRAPH VII. USE AND OCCUPANCY IN THE RESIDENTIAL LEASE DATED XX/XX/20XX SHALL BE REPLACED IN ITS ENTIRETY BY THE FOLLOWING TERMS:

The Lessee shall occupy said demised premises and shall keep the same in good condition including such improvements as be made thereon hereafter, the usual wear and tear excepted, and shall not make any alterations thereon without the written consent of the Lessor and shall not commit or suffer to be committed any

waste upon such premises. Lessee agrees to pay for any damage, including appliances and fixtures, caused by any act of negligence of himself or any member of his family or guest.

The premises are leased to the Lessee for the purpose of a residential dwelling. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose for which the said premises are hereby leased.

Maximum occupancy of said premises is limited to those named on the lease.

All governmental laws and ordinances shall be complied with Lessee.

Minor Children Reaching Age of Majority: At the time a minor child occupying the premises reaches the age of majority/18 years of age ("Adult Child"), Lessee shall:

- (1) Request in writing that the Adult Child be identified for the purpose of adding the Adult Child as a Lessee to the Residential Lease;
- (2) Lessee's Adult Child shall complete and deliver to Lessor a completed Lessor's rental application. Lessor shall process the application in accordance with standard procedures but if the Adult Child has resided on the premises at any time in the 12 months preceding the application, criminal and credit background checks will be waived;
- (3) Lessee's Adult Child shall sign a Residential Lease/Rental Agreement or Addendum as required by Lessor within five (5) days of Lessor's written request including the Notice and Acknowledgement; and
- (4) If an Adult Child is the child of a Post-DDA Tenant, that Adult Child will also be required to sign the Notice and Acknowledgement. Children of Post-DDA Tenants, including but not limited to Adult Children of Post-DDA Tenants, will not be entitled to any benefits under the Transition Housing Rules and Regulations.

3. PARAGRAPH XXII. ACKNOWLEDGEMENT OF INAPPLICABILITY of the San Francisco Residential Rent Stabilization and Arbitration Ordinance No. 276-79 (hereinafter called "Ordinance") IN THE RESIDENTIAL LEASE DATED XX/XX20XX SHALL BE REPLACED IN ITS ENTIRETY BY THE FOLLOWING: TERMS:

Lessee hereby acknowledges and agrees that because the rents for housing units on Treasure Island and Yerba Buena Island are set by a governmental authority the Treasure Island Development Authority, housing units on Treasure Island and Yerba Buena Island are exempt from the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance. Notwithstanding the foregoing, (i) the Rent noted in Section III above will not be increased more than once annually by an amount or at a rate greater than as would be permitted under the Ordinance, and (ii) Lessor shall not seek to evict or otherwise recover possession of the Premises from the Lessee

unless such action is based on one of the reasons set forth below:

1. The Lessee has failed to pay the rent to which the Lessor is lawfully entitled under the oral or written agreement between the Lessor and Lessee or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or
2. The Lessee has violated the lawful obligation or covenant of tenancy and failed to cure such violation after having received written notice thereof from the Lessor; or
3. The Lessee is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the Lessor or tenant in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing; or
4. The Lessee is using or permitting a rental unit to be used for any illegal purpose; or
5. The Lessee has, after written notice to cease, refused the Lessor access to the rental unit as required by state or local law; or
6. A subtenant or other person not approved by Lessor is occupying the rental unit; or
7. Lessee fails to sign a new Rental Agreement for the premises or for a temporary rental unit or a Transition Unit or fails to sign any Addendums including, but not limited to, an Addendum for a temporary rental unit; provided, that the Rental Agreement and/or Addendum is substantially similar to the Rental Agreement or Addendum in effect at that time and, conforms, to the extent applicable, with Sections IV.B and/or V.F of the Transition Housing Rules and Regulations; or
8. A Federal, State or Local governmental entity or department has determined that the premises or the Project grounds pose a health or safety risk to Tenant or other residents and requires evacuation of the premises; or
9. For the grounds specified in Section XII.A of the Transition Housing Rules and Regulations adopted by the Treasure Island Development Authority on April 23, 2011, as amended from time to time.

This provision is not intended to impose, nor shall it be construed as requiring, Compliance with any of the procedural or administrative requirements of the Ordinance. Tenant further acknowledges and agrees that nothing herein shall impose the jurisdiction of the Ordinance on this Lease, nor is it intended to imply that any rules, policies or precedents of the Ordinance apply to this Lease.



IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Addendum C as of the date and year executed below.

**TREASURE ISLAND / YERBA BUENA ISLAND LANDLORD:**

**The John Stewart Company**

By: \_\_\_\_\_  
Administrator (Date)

**Original Lessee:**

<Lessee Name> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Lessee Name> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Lessee Name> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Lessee Name> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**Post-DDA Lessee:**

<Post-DDA Lessee> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Post-DDA Lessee> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Post-DDA Lessee> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

<Post-DDA Lessee> Lessee: \_\_\_\_\_ Date: \_\_\_\_\_













**DRAFT Minutes of Meeting- Item 7 (a)**  
Treasure Island Development Authority  
March 14, 2012

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations  
Asja Steeves, Commission Secretary

**1. Call to Order**

1:35 PM

**Present**

Linda Richardson, *President*  
Larry Mazzola, Jr., *CFO*  
Claudine Cheng, *Vice President (1:57pm)*  
Larry Del Carlo  
Mark Dunlop  
John Elberling  
Jean-Paul Samaha

GOVERNMENT  
DOCUMENTS DEPT

APR 13 2012

**Excused**

Supervisor Jane Kim, *Ex-Officio*  
Mark Dunlop

SAN FRANCISCO  
PUBLIC LIBRARY

**2. General Public Comment**

Walt Bilofsky, Treasure Island Museum Association, invited Board members to exhibit and opening reception at the SF Library of the Golden Gate International Exposition March 24-June 3<sup>rd</sup>. Discussed future exhibits. Thanked TIDA staff for support. Megan Leonard, YMCA, discussed YMCA facility upgrades and thanked TIDA staff, The Villages, Job Corps and Tool Works for their work on the improvements.

**3a. Directors Report**

Mirian Saez, Director of Island Operations, discussed public safety and February crime stats noting a small increase in crime, however Part-one crimes remain low. TIDA staff sent Resident Advisories in response to the increase in burglaries. PUC and 311 efforts: Ms. Saez stated that there were two power outages since the last Board meeting that affected YBI. Working with PUC and 311 to improve internal notification and reporting procedures for unplanned utility outages. TIDA is integrating the 311 system for communication and service needs. Staff is rolling out a new 311 communication protocol for Island issues relating to facilities and maintenance as well as providing Island information to residents and visitors. Community engagement and education is forthcoming. TIDA will now integrate its community information desk with the 311 system and City practices to strengthen accountability and service.

February's Housing Partners meeting discussed. Ms. Saez directed Board members to staff memos responding to President Richardson's request relating to the TIDA website and to Director Elberling's inquiry regarding cell phone reception. Quality of Life: YMCA repairs discussed. On March 26, 2012, TIDA and TIHDI will be co-sponsoring

an Emergency Preparedness and Disaster Readiness Conference for the Island housing providers and community partners. Discussed agenda for the conference. SF Library has changed book mobile hours to better fit resident and school schedule hours. Leasing activities discussed including Oakland PD, SFPD and numerous Academy of Arts student projects. Four new subleases signed since last meeting resulting in \$38, 100 in additional revenue. TI Flea Market returned to Building One for the last weekend in February. Ms. Saez congratulated Emily Rappaport who was elected President of Good Neighbors. Next meeting date is April 11, 2012 and will be an on-Island meeting. Possible agenda items discussed.

Director Richardson thanked TIDA staff for their work with the YMCA facility upgrades. In response to an inquiry from Director Richardson, Ms. Saez stated that communication is key to minimize crime on the Island. She stated that there have been very quick responses from Lieutenant Silverman, and Good Neighbors meet regularly with SFPD. Response and attention from SFPD has proven very helpful. Public comment: Mark Connors, Good Neighbors, working on creating a Community Watch Program along with SF Safe. He stated that it is still in the development process and anticipates having more information in the upcoming months.

### **3b. Report by Office of Economic & Workforce Development**

Michael Tymoff, OEWD, noted a staffing change: Matt Kruczynicki left OWED last month and has been replaced by Kate Austin. Mr. Tymoff gave a report relating to development activities. The Navy agreement is very close to being finalized as there is only one item remaining. This item will allow the first piece of property to be transferred to TIDA for the ramps project in early to mid-April. After the first transfer, negotiations will begin with the San Francisco Public Utilities Commission (PUC) and Navy on a utilities agreement. OEWD will be bringing forward an agreement between TIDA and the PUC, which will govern the operation and maintenance of on-Island utilities as well as a MOU for construction of the waste water treatment plant, to the TIDA Board sometime in summer or fall of 2012. Expecting to bring MOU's with WETA regarding ferry service and AC Transit for bus service from the east bay in the next couple of months. Pending rental agreement amendment resolution approval, OEWD will start scheduling community meetings to discuss the interim move process for residents moving from YBI to TI. Anticipate holding a number of meetings on the Island. Discussed CEQA update. No public comment.

### **3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)**

There was no report from the Citizen's Advisory Board.  
There was no public comment on the Citizen Advisory Board report.

### **4. Communications**

There was no discussion of the Communications by Directors.  
There was no public comment on the Communications item.

### **5. Ongoing Business by Board of Directors**

No on-going business was discussed by Directors.  
There was no public comment on the item.

98  
99 **6. Consent Agenda**

- 100 a. Approving the Minutes of the February 8, 2012 Meeting  
101  
102 b. Approving and Authorizing the Director of Island Operations to Retroactively  
103 Execute a Second Extension of the Loan Agreement with the Fine Arts Museum  
104 of San Francisco for the Temporary Loan of the Miguel Covarrubias Mural  
105 "Fauna and Flora of the Pacific"

106  
107 Director Del Carlo motioned for approval.

108 Director Samaha seconded.

109 The items were approved unanimously.  
110

111 **7. Resolution Electing to Participate in the Health Service System of the City**  
112 **and County of San Francisco for Authority Board Members and Providing for**  
113 **Employer Contributions for Health Benefits**

114 Peter Summerville, Project Office Staff, noted that this is the first of a two-step process  
115 which would allow TIDA Board members to participate in the SF Health Service System  
116 (HSS). Mr. Summerville noted that TIDA has no employees as the Project Office is  
117 staffed through GSA which handles benefits and payroll. In order for the TIDA Board  
118 members to voluntarily participate, the Authority needs to enroll with HSS and set the  
119 employer contribution rates. Staff recommends that the Board approves this initial step  
120 and noted that there is a monthly payment that Board members would be making into the  
121 system. Second step discussed: By-law amendment will be brought in front of the Board  
122 next month for hearing and approval.

123 In response to an inquiry from Director Elberling, Mr. Summerville stated that other SF  
124 City and County Boards and Commissions that participate in HSS.

125 Director Mazzola motioned for approval.

126 Director Del Carlo seconded.

127 The item was passed unanimously.  
128

129 **8. Resolution Approving and Authorizing Revisions to the Treasure Island**  
130 **Rental Policy for Special Events and Event Venue Rate Schedule (Action Item)**

131 Jack Nathanson, Project Office Staff, reminded the Board of the rental policy  
132 informational presentation on December 14, 2011. Since December, TIDA staff has  
133 consulted with TI stakeholders and members of the community. Mr. Nathanson thanked  
134 Ruth Gravanis for her input on the proposed provisions. Discussed a new section  
135 covering sustainability requirements including waste reductions plans, and submittal of  
136 proof of recycling composting services. Discussed zero waste language added to the  
137 policy. Sited previous events like the TI Music Fest and Oracle World which achieved  
138 diversion rates of 75%. Discussed proposed rate schedule and revised Use Permit which  
139 includes prevailing wage language. On March 13, 2012, TIDA staff received a request  
140 from a TIDA Board member to review Chapter 21 c of the SF Administrative Code to  
141 determine applicability to the Use Permit language. TIDA staff will review and bring any  
142 applicable language to the Board at a future meeting. TIDA Project Office Staff  
143 recommends the approval of the proposed revisions to the rental policy as well as  
144 proposed changes to boiler plate language for the Use Permit.

In response to an inquiry from Director Cheng, Mr. Nathanson stated that staff conducted competitive rate analysis for similar venues and feels that the new pricing ensures the venues to be well positioned.

In response to an inquiry from Director Richardson, Mr. Nathanson stated that the policy allows the DIO latitude in terms of rate waivers for specific Island community groups as well as certain provision to reduce rates for last minute bookings.

Public comment:

Ruth Gravanis stated that she supports the revised events policy and expressed appreciation to TIDA staff for incorporating many changes related to sustainability. Would be great to include encouraging public transit by offering commensurate benefit for those who come by public transportation.

Michael Davis, US Pure Water, stated that the issue of restricting bottle water at events is of interest to US Pure. Spoke of brief background and experience with developing portable water stations for on-Island events. US Pure works with City and County of SF to reduce bottled water by installing botteless water coolers in municipal buildings. Mr. Davis directed the Board to his website [www.USPW.net](http://www.USPW.net) should there be additional questions.

Director Mazzola motioned to approved.

Director Cheng seconded.

This item passed unanimously.

**9. Informational Presentation on the proposed Treasure Island Development Authority Fiscal Year 2012-13 Budget, Including Work-Orders and Memorandums of Understanding for Services with other City Departments and Professional Services Contracts and Agreements with Service Providers (Discussion Item)**

Mirian Saez, Director of Island Operations, presented FY 12-13 budget which will go to the Mayor's office for further consideration and inclusion in the city wide budget. TIDA's responsibilities include creating new housing and job opportunities, increasing recreation and bay access and promoting the welfare and general wellbeing of citizens of SF. To achieve this TIDA provides two categories of services: 1.) Property Management; and 2.) Municipal Services. To offset the costs associated with these services, TIDA established two sources of revenue 1.) Subleasing existing facilities for commercial and housing purposes; 2) special events. As a local reuse authority, TIDA has designated OEWD to facilitate the transfer and development of the former Navy Base. Ms. Saez discussed FY 12-13 projected revenue. Housing revenues are less than annual projections and joint venture has being impacted by economic downturn resulting in a decrease in special event income. Expenditures to date discussed. No overruns expected. Next year's budget: no major changes in Operations expected. JSCo revenues are projected to increase from last year and commercial leasing will improve. TIDA revenue expected to increase by \$300k. Next year's expenditures discussed noting that administrative costs will remain low. Redevelopment and professional contracts are projected to increase as the transition progresses. Ms. Saez discussed work order expenditure increases. Further review of budget is required from TICD and TIDA staff will seek input from the community on proposed expenditures before returning for final review and approval from the TIDA Board.

In response to an inquiry from Director Cheng, Ms. Saez noted that the projected FY 13-14 income and expense budget is included in the Board packet but for the purpose of this

item, only the detail for FY 12-13 was discussed. The Board briefly discussed FY 12-13 revenues and expenditures.

In response to an inquiry from Director Samaha, Ms. Saez stated that the Transition Plan should not reduce JSCo revenues as the housing revenue lost on YBI will result in gained occupancy on TI.

In response to an inquiry from Director Richardson relating to possible revenue decrease from special events, Ms. Saez stated that the new fee schedule should improve revenue as well as the implementation of new corporate event Marketing Plan developed by Wine Valley Catering.

Next steps: TICD, Community outreach, present to TIDA Board for consideration and approval.

No public comment.

#### **10. Informational update on The TI Villages Rental Agreement (Discussion Item)**

Ned York, John Stewart Company (JSCo) discussed the changes to the residential lease at the Villages. Mr. York reminded the Board of February's presentation reviewing JSCo's proposed administrative changes in addition to the DDA. History and progression of events relating to the changes to the lease agreement, community outreach and resident concerns and comments discussed. Since February, JSCo has revised the lease agreements based on the community concerns creating an "Addendum C". Addendum C represents solely the changes which were requested by the Mayor's Office of Economic and Workforce Development, the City Attorney's office and TICD to conform to the DDA and Transition Housing Rules and Regulations. Addendum C does not include management or operational changes. In March, JSCo mailed Addendum C along with a redline version of the lease agreement to the residents and scheduled two community presentations to review the proposed changes, answer resident's questions and hear their concerns. First meeting was held March 13<sup>th</sup>, second will be held March 17<sup>th</sup>. JSCo intends to send a 60 day notice to residents at the beginning of April with the goal of households signing the lease by June 1<sup>st</sup>. Mr. York reviewed the three major changes in the lease including changes to the just cause section.

Director Richardson stated that she is very pleased with the community engagement.

Director Cheng thanked JSCo for addressing concerns of residents and ensuring the Rental Stabilization and Arbitration Ordinance is tied into the lease management process.

In response to an inquiry from Director Cheng, Mr. York stated that JSCo is not contemplating changing the operational and management portion of the residential lease at this point.

Director Del Carlo thanked JSCo for the additional community engagement.

In response to an inquiry from Director Samaha, Mr. York stated that there is no board for resident to appeal to if JSCo brings legal action, but the household has the opportunity to make their case in court. JSCo tries to avoid eviction by meeting informally with residents and families to find a solution first.

Public Comment:

Mark Connors, Good Neighbors, stated he is pleased with the changes and process. Spoke about community meetings. Stated that there was not a misinterpretation of the initial lease addendum from the community as Mr. York stated, but instead a reaction to the tone and fear that things could be abused in the future. Mr. Connors stated that he is happy with how things have progressed.



Jeff Kline, 13-year Island resident, noted that at a previous meeting, the Board requested an opinion from the City Attorney's office on whether the TIDA Board has the authority to rule on the changes to the lease and the public hasn't heard this come back from City Attorney. In Transition Plan Rules and Regs, there is a noted grievance procedure that includes a hearing by an administrative law judge. Mr. Kline stated that the proposed Addendum C adds a new cause of eviction and requested the TIDA Board to review and change this new section.

In response to an inquiry from Director Elberling, Ms. Saez stated that the JSCo tenant lease agreement was an exhibit in the initial JSCo contract with TIDA and will be an exhibit with the new JSCo amendment to be heard by the Board in a future meeting.

**11. Discussion of Future Agenda Items by Directors (Discussion Item)**

Director Cheng requested a presentation, analysis or opinion from the City Attorney's office regarding legal framework, rights, benefits and protections of TI tenants under the Rental Stabilization and Arbitration Ordinance.

**12. Possible Closed Session: Conference with Real Property Negotiators**

12a. No public comment.

12b. Director Del Carlo motioned to hold closed session.

Director Mazzola seconded.

The motion was approved unanimously.

Closed Session Attendees:

Mirian Saez

Director Richardson

Director Cheng

Director Mazzola

Director Del Carlo

Director Elberling

Director Samaha

Asja Steeves

Peter Summerville

Michael Tymoff

Kate Austen

12c. Director Elberling motioned not to disclose discussions held in closed session.

Director Mazzola seconded.

The motion passed unanimously.

No public comment.

**13. Adjourn**

The meeting was adjourned at 3:15 PM.



TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFGOV.ORG/TREASUREISLAND



**\*\*NOTICE OF CANCELLED MEETING AND  
NOTICE OF RESCHEDULED SPECIAL  
MEETING\*\***

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

*12  
called*  
**NOTICE IS HEREBY GIVEN** that the regular meeting of the Treasure Island Development Authority scheduled for Wednesday, April 11, 2012 at 1:30 pm at 1 Dr. Carlton B. Goodlett Place, Room 400, City Hall, San Francisco, California, has been **CANCELLED**.

The Special Meeting of the Treasure Island Development Authority Board will **be rescheduled from Wednesday April 11, 2012 to Thursday, April 19, 2012 at 4:30 PM** at the Casa de la Vista, 191 Avenue of the Palms, Treasure Island, San Francisco, California. It is anticipated that the closed session will start at 4:30pm and the regular meeting will take place at 5:00pm. An agenda shall be posted 72 hours prior to the Special Meeting.

**Treasure Island Development Authority**

*Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.*

*If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2<sup>ND</sup> Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.*

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**Disability Access**

The Treasure Island Development Authority is holding this special meeting at the Treasure Island Casa de la Vista, Building 271, 191 Avenue of the Palms, Treasure Island, San Francisco, CA. The Casa de la Vista is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

MUNI bus line serving the area is the 108 line. Accessible curbside parking is available on Avenue of the Palms. For more information about MUNI accessible services, call 923-6142. For those persons requiring driving information, please call the TIDA Commission Secretary, at 274-0660.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

**Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

**KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>

# April 19, 2012

## Notice of Proposed Bylaws Amendment

### NOTICE OF PROPOSED AMENDMENT TO THE BYLAWS OF THE TREASURE ISLAND DEVELOPMENT AUTHORITY TO BE ACTED UPON AT THE MEETING OF APRIL 19, 2012.

This notice is issued pursuant to Charter Section 4.104 (a)(1) and Article XI – Amendment of the Bylaws of the Treasure Island Development Authority requiring circulation of proposed amendments in writing to all Commissioners and notice to the public at least ten (10) days prior to such meeting.

The following provisions are proposed for amendment:

Article III-Section 3

Article V-Section 15

Article V-Section 16

Article V-Reorder of Section 16-18

Article V-Section 19

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#### Current Text: Article III - Section 3. Dedication of Assets

Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1 of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California.

#### Proposed Changes: Article III - Section 3. Dedication of Assets

Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1 of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California, *except for the participation in the San Francisco Health Service System.*

#### Current Text: Article V -Section 15. Compensation of Directors

No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, except any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.

#### Proposed Changes: Article V -Section 15. Compensation of Directors

No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, *except for health care benefits, and that* any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.

Current Text: Article V -Section 16. Conflict of Interest. A Director shall excuse himself or herself from any vote upon any matter in which that Director has a financial conflict of interest. The foregoing, however, shall not affect the right of any Director to:

(a) Make donations to this Authority, or

(b) Vote to fix the reasonable compensation of any Director or officer, including himself or herself, in accordance with the provisions of Section 5235 of California Corporations Code

Proposed Text: Article V-Section 16. Conflict of Interest

~~A Director shall excuse himself or herself from any vote upon any matter in which that Director has a financial conflict of interest. The foregoing, however, shall not affect the right of any Director to:~~

~~(a) Make donations to this Authority, or~~

~~(b) Vote to fix the reasonable compensation of any Director or officer, including himself or herself, in accordance with the provisions of Section 5235 of California Corporations Code~~

Current Text: Article V-Section 19. State and City Conflict of Interest Laws Applicable.

Notwithstanding anything else contained herein, but subject to the terms of the Treasure Island Act and any applicable resolutions of the City' Board of Supervisors, including without limitation, Resolution 98-0430, the Authority and its Directors shall be subject, to the extent applicable, to the conflict of interest rules arising under Sections 15.103 and C.8105 of the City's Charter, California Government Code Sections 87100, et. seq. (the "Political Reform Act") and Government Code Sections 1090, et. seq. In addition, the Authority shall adopt a conflict of interest code as required and as provided by Implementing Regulations Section 18730 of the Political Reform Act.

Proposed Text: Article V- Section 198. State and City Conflict of Interest Laws Applicable.

Notwithstanding anything else contained herein, but subject to the terms of the Treasure Island Act and any applicable ~~City ordinances or resolutions~~ resolutions of the City' Board of Supervisors, ~~including without limitation, Resolution 98-0430,~~ the Authority and its Directors shall be subject, to the extent applicable, to all ~~State and City~~ the conflict of interest, ~~gift and disclosure rules that apply to public officials and City officers, including but not limited to the San Francisco Government Ethics Ordinance, S.F. Campaign & Governmental Conduct Code Sections 3.200 et seq., arising under Sections 15.103 and C.8105 of the City's Charter, the California Political Reform Act, California Government Code Sections 87100, et seq., (the "Political Reform Act") and Government Code Sections 1090, et seq.~~ In addition, the Authority ~~delegates to the City the authority to shall adopt, and amend if necessary,~~ a conflict of interest code ~~pursuant to as required and as provided by Implementing Regulations Section 18730 of the Political Reform Act and its implementing regulations, including 2 C.C.R. § 18730.~~

This is to certify that the above notice was issued on April 3, 2012



EDWIN M. LEE, MAYOR

CITY & COUNTY OF SAN FRANCISCO  
TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG

## TREASURE ISLAND DEVELOPMENT AUTHORITY SPECIAL MEETING AGENDA

April 19, 2012 – 4:30 P.M.

Casa de la Vista – Building 271  
191 Avenue of Palms, Treasure Island

### DIRECTORS

Linda Richardson, *President*  
Claudine Cheng, *VP*  
Larry Del Carlo  
Mark Dunlop

John Elberling  
Larry Mazzola, Jr. *CFO*  
Jean-Paul Samaha  
Hon. Jane Kim (*Ex-Officio*)

Mirian Saez, Director of Island Operations  
Asja Steeves, Commission Secretary

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### ORDER OF BUSINESS

1. Call to Order and Roll Call

2. POSSIBLE CLOSED SESSION

**\*\*\*If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the beginning of the meeting\*\*\***

- a. Public comment on all items relating to closed session
- b. Vote on whether to hold closed session to confer with real property negotiators (*Action item*)

- 1). CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
*Persons negotiating for the Authority:* Michael Tymoff  
*Persons negotiating with the Authority:* United States Navy, Treasure Island Community Development LLC, Treasure Island Homeless Development Initiative, San Francisco Public Utilities Commission  
*Property:* Former Naval Station Treasure Island

SF  
T74  
#1  
4/19/12  
C-2

*Under Negotiation:*

Price: \_\_\_\_\_ Terms of payment: \_\_\_\_\_ Both: X

c. Reconvene in open session (Action item)

1.) Possible report on action taken in closed session under Agenda Item 2  
(Government Code Section 54957.1(a) (1) and San Francisco Administrative Code Section 67.12(a))

2.) Vote to elect whether to disclose any or all discussions held in closed session  
(San Francisco Administrative Code Section 67.12(a)).

3. General Public Comment (Discussion Item) This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda.\*\*\*

Estimated Length of Item: 10 minutes

4. Reports

a. Report by Director of Island Operations (Discussion Item)

This item is to allow the Director of Island Operations to report on recent Treasure Island activities and make announcements.

Estimated Length of Item: 5 minutes

b. Report by Office of Economic & Workforce Development (Discussion Item)

This item is to allow the Office of Economic & Workforce Development to report on activities related to the transfer and development of former Naval Station Treasure Island.

Estimated Length of Item: 10 minutes

c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)

This item is to allow the Citizen Advisory Board to inform the Authority Board of recent developments.

Estimated Length of Item: 5 Minutes

5. Communications (Discussion Item)

Estimated Length of Item: 5 minutes

6. Ongoing Business by Board of Directors (Discussion Item)

Estimated Length of Item: 5 Minutes



**7. CONSENT AGENDA (Action Item)**

*All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Treasure Island Development Authority Board ("Authority Board") and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.*

- a. Approving the Minutes of the March 14, 2012 Meeting.
  - b. Resolution Approving Amendments to the Bylaws of the Treasure Island Development Authority
  - c. Resolution Authorizing the Director of Island Operations to Execute a Use Permit with Hartmann Studios, Inc. for Production of the Oracle OpenWorld Appreciation Event in 2012
  - d. Resolution Approving Revision to the Temporary Emergency Housing Plan (TEHP)
  - e. Resolution Stating Support for San Francisco County Transportation Authority Application to the Metropolitan Transportation Commission Priority Development Area Planning Grant Program and Authorizing a Letter of Support
  - f. Resolution Authorizing the Treasure Island Project Director to Execute an Amendment to the Contract With AMEC Geomatrix, Inc. to Extend the Term through June 30, 2013 and Increase Total Budget to Not-to-Exceed \$2,037,400
8. Informational Presentation on Proposed Sixth Amendment to the Sublease, Development, Marketing and Property Management Agreement for Rental Housing on Treasure and Yerba Buena Islands with the John Stewart Company (Discussion Item)  
Estimated length of item: 10 minutes
9. Informational Presentation on Proposed Changes to The Villages' Residential Lease (Discussion Item)  
Estimated length of item: 10 minutes
10. Informational Presentation by the United States Navy on On-Going Remediation Activities on former Naval Station Treasure Island (Discussion Item)  
Estimated length of item: 15 Minutes
11. Discussion of Future Agenda Items by Directors (Discussion Item)  
Estimated Length of Item: 5 Minutes
12. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

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#### **Disability Access**

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The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

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#### **Lobbyist Ordinance**

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#### **KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>









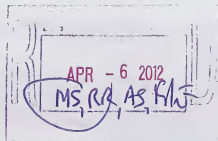












MEMORANDUM

To: Mirian Saez, Director of Operations  
Treasure Island Development Authority  
City of San Francisco  
410 Palm Avenue  
Building 1, 2<sup>nd</sup> Floor  
San Francisco, CA 94130

Date: April 2, 2012

RE: Base Rent Adjustment for the April 2012 to March 2013 period

Per the Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority and the John Stewart Company, the Base Rent for the Sublease must be adjusted using a "CPI Adjustment" (Section 15.2). The agreement specifies that the adjustment will use the CPI for Urban and Wage Earners and Clerical Workers published most immediately preceding the Adjustment Date and compare this to the Index published most immediately preceding the prior Lease Year.

The CPI for the San Francisco-Oakland-San Jose area is attached (from the United States Department of Labor, Bureau of Labor Statistics).

Based on the underlying sublease agreement language, the underlying \$500,000 base rent is inflated by CPI increase between 2011 and 2012. Base rent for the 2011-12 period has been \$585,023.60. The Base Rent for 2012-13 is therefore adjusted as follows:

Year over year adjustment from 2011 to 2012 is  $234.648/226.638 = 1.03534$  (see attached)

The new Base Rent adjustment for the upcoming period is:

$(\$585,023.60) \times (1.03534) = \$605,700$  (or 50,475 monthly)

The adjusted Base Rent payments as prescribed under the sublease will thus be adjusted to \$50,475 monthly for the April 2012 to March 2013 period.

Sincerely,

Michael Smith-Heimer

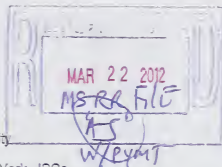
Attachments

Cc: John Stewart, JSCo  
Connie Le, JSCo  
Lynny Lee, JSCo  
Ned York, JSCo

Loren Sanborn, JSCo  
Paula Schlunegger, JSCo  
Jack Gardner, JSCo

[illegible]





## MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital      Jack Gardner, JSCo      Ned York, JSCo  
John Stewart, JSCo      Loren Sanborn, JSCo      Connie Le, JSCo  
Paula Schlunegger, JSCo      Lynny Lee, JSCo

From: Michael Smith-Helmer *MSH*

Date: March 20, 2012

Subject: Percentage Rent for Treasure Island Housing Project Sublease for February 2012

Enclosed is our payment of Percentage Rent in the amount of \$342,141 for the February period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

### Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of February 2012, Actual Total Revenues were over budgeted Total Revenues, primarily due to a recovery of previous losses from uncollected rents due during the last half of 2011. The result was that Funds Available for Distribution were \$360,148, about 4% over February budgeted amounts.

### Calculation of Percentage Rent

Based on operations, a total of \$360,148 in adjusted Gross Revenues after costs of operations are available for distribution for the February 2012 period. These revenues are distributed as follows:

<u>February 2012 Distributions</u>	<u>Actual</u>	<u>2012 Budgeted</u>
Available for Distribution	\$360,148	\$346,352
Percentage rent for TIDA	\$342,141	\$329,034
Percentage rent for JSCo	\$18,007	\$17,318

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

[illegible]



DRAW	Draw 145	Draw 146	Draw 147	Draw 148	Draw 149	Draw 150	Draw 151	August	September	October	November	December	January	February
Units ready for occupancy at Beginning of month	578	578	578	578	578	578	578	578	578	578	578	578	578	578
Units Leased and Occupied during month	414	410	405	399	385	388	394	377	372	372	372	372	372	385
Aggregate Units Leased and Occupied during month														
Average Unit Rent														
February	March	April	May	June	July	August	September	October	November	December	January	February	January	February
2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals	2011 Actuals
DISBURSEMENT OF REVENUES (Per Sublease Agreement)														
Adjusted Gross Revenue	874,259	867,644	863,918	844,868	833,777	838,007	816,691	806,291	788,353	755,838	787,827	948,374	903,872	
Less Base Rent	-47,765	-47,765	-48,752	-48,752	-48,752	-48,752	-48,752	-48,752	-48,752	-48,752	-48,752	-48,752	-48,752	
Less Operating Expenses (including EDV reconciliation for payroll)	-39,242	-37,638	-37,632	-38,760	-335,896	-391,739	-341,651	-388,107	-290,052	-828,581	-412,358	-491,168	-439,769	
Less CAM Charge	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	-28,242	
Less Replacement Reserve Funding	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	
Management Fee	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	
Less Marketing Fee	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	
Less Insurance Premiums	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	
Less Other Expenses	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	-23,987	
Total Operating Expenses	-450,846	-478,728	-478,857	-463,586	-434,951	-433,388	-462,508	-488,119	-500,051	-478,888	-511,515	-458,979	-452,923	
Revenue Net of Operating Expenses	413,412	388,916	385,061	381,282	400,205	333,419	374,994	318,172	288,302	276,950	276,112	489,395	450,949	
Accretion for Period														
Adjustment for Accretion in May (\$28,899 vs. \$29,849)														
Adjustment for Accretion in June (\$23,899 vs. \$19,847)														
Adjustment for Accretion in July (\$23,899 vs. \$19,847)														
Developer Fee (fee based on Amendment 2)														
Allowable Construction Costs														
Total Expenses for Construction and Ledger Account Activities														
TIDA Share of Revenues (Percentage Rent)	413,412	388,916	385,061	381,282	400,205	333,419	374,994	318,172	288,302	276,950	276,112	489,395	450,949	
JSCCs Share of Revenues (Percentage Rent)	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	
Total Percentage Rent Disbursed	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	-20,970	
Ending Balance Gross Revenues	-413,412	-388,916	-385,061	-381,282	-400,205	-333,419	-374,994	-318,172	-288,302	-276,950	-276,112	-489,395	-450,949	

## COMPARISON TO BUDGET February 2012

	February			YEAR TO DATE		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Total Revenue	903,072	829,943	73,129 8.81%	1,851,443	1,659,886	191,557 11.54%
Marketing	1,654	4,907	(3,253) -66.29%	3,745	9,814	(6,069) -61.84%
Administrative	104,350	78,679	25,671 32.63%	165,865	157,358	8,507 5.41%
Utilities	116,341	110,076	6,265 5.69%	230,295	220,152	10,143 4.61%
O&M	186,017	151,319	34,698 22.93%	348,488	302,638	45,850 15.14%
EOY Reconciliation						
Tax Ins (inc. community room and finance exp)	33,811	34,858	(1,047) -3.00%	58,506	69,716	(11,210) -16.08%
Rent	48,752	48,752	(0) 0.00%	97,504	97,504	- 0.00%
Reserves						
Replacement (excl. anticipated draw)	51,998	55,000	(3,002) -5.46%	157,511	110,000	47,511 43.19%
Total Expenses	542,924	483,591	59,333 12.27%	1,061,894	967,182	94,712 9.79%
Available for Distribution	360,148	346,352	13,796 3.98%	789,549	692,704	96,845 13.98%
Available for Distribution	360,148	346,352	13,796 3.98%	789,549	692,704	96,845 13.98%
TIDA	342,141	329,034	13,107 3.98%	750,072	653,069	97,003 13.98%
JSCo	18,007	17,318	689 3.99%	39,477	34,636	4,841 13.98%

Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
TRI00	Villages at Treasure	7141-000	% Rent - TIDA	% Rent TR	3/21/2012		Feb12 % Rent	342,141.00
Payor: TREASURE ISLAND-RES. Payee: Treasure Island Dvlpmnt Authority								Check Amount 342,141.00

Retain this statement for your records

APR02/02 Rev. 01/08 www.banknet.com



**TREASURE ISLAND-RES.**  
**The John Stewart Company, Trustee**  
1388 Sutter Street, 11th Fl  
San Francisco, CA 94109

WestAmerica Bank  
90-4021/1211  
Sausalito, CA 94965

MAR 22 2012

3/21/2012

Check No.

011162

Check Amount

\$342,141.00

Pay to the order of:

Treasure Island Dvlpmnt Authority  
2nd Floor, Treasure Island  
One Avenue of the Palms  
San Francisco, CA 94130

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

Three Hundred Forty Two Thousand One Hundred Forty One AND 00/100 Dollars

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

*[Handwritten signature: Richard P. Young]*





## CITY &amp; COUNTY OF SAN FRANCISCO

## OFFICE OF JOINT DEVELOPMENT

CITY HALL, ROOM 448  
1 DR. CARLTON B. GOODLETT PLACE  
SAN FRANCISCO, CA 94102  
415.554.5313 FAX 415.558.7844



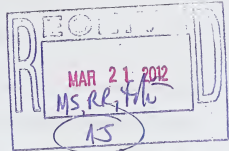
DEPARTMENT OF  
ADMINISTRATIVE SERVICES

EDWIN M LEE, MAYOR

11:10:37

September 27, 2011

Treasure Island Community Development, LLC  
c/o Stephen Proud  
Lennar  
1 California St, Suite 2700  
San Francisco, CA 94111



Subject: Transaction Cost Second Report for Reimbursement for TIDA Transaction Costs – April 1,  
2011 through June 30, 2011

Mr. Proud:

Pursuant to Section 3.2 Authority/City Costs (b) Transaction Costs of the Fourth Amendment to the Amended and Restated Exclusive Negotiation Agreement, the Developer, Treasure Island Community Development, has agreed to pay a portion of the Authority's Transaction Costs in an amount not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) during the Exclusive Negotiation Period, including extensions (the "Authority Reimbursement Cap"). Subject to this agreement, the Authority is submitting the following Transaction Cost Report in the amount of \$265,216.55 for services incurred by the Authority during the period from April 1, 2011 through June 30, 2011 in accordance with the Agreement. This is in addition to the invoice for \$811,769.42 which was submitted on August 1, 2011. These costs are summarized as follows:

	<u>Amounts</u> <u>Paid</u>	<u>Inv#</u>	<u>Invoice Period</u>	<u>Totals</u>
<b>CONSULTANT CATEGORY:</b>				
Jones Lang Lasalle (1)	2,000.00	LM00000062965003	1/1/11 - 1/31/11	2,000.00
URS	2,748.07 2,500.00	4736002 4767795	5/21/11 - 6/17/11 6/18/11 - 7/15/11	5,248.07
AMEC/Geomatrix (2)	-11,191.70 -13,608.58	K05550709 64925	11/27/2010-12/24/2010 5/30/08 - 6/26/08	-24,800.28

EPS (3)	2,358.49	56	4/1/08 - 4/30/08	2,358.49
Seifel	26,213.70	10967	5/1/2011-6/30/11	26,213.70
			Subtotal:	11,019.98
San Francisco Department of the Environment (4)			7/1/10 - 6/30/11	10,006.34
Mayor's Office of Economic and Workforce Development			4/1/11 - 6/30/11	12,057.60
San Francisco Municipal Transportation Agency (5)			7/1/10 - 6/30/11	44,056.19
San Francisco Planning Department (6)			1/1/09 - 06/30/11	90,943.86
San Francisco Public Utilities Commission (7)			7/1/10 - 6/30/11	82,132.58
State Lands Commission			N/A	15,000.00
			Subtotal:	254,196.57
<b>TOTAL REIMBURSEMENT</b>				<b><u>\$265,216.55</u></b>

- (1) Unbilled expenses from Q3 FY 10/11
- (2) Correction of invoices billed twice
- (3) Correction of invoice billed incorrectly
- (4) SFE expenses for FY 10/11
- (5) SFMTA expenses for FY 10/11
- (6) Planning expenses for FY 09/10 and FY 10/11
- (7) PUC expenses for FY 10/11

Per Section 3.2(b) of the Third Amendment to the Amended and Restated ENA, the Developer shall pay to the Authority within 30 days receipt of the Transaction Cost Report the amount of the Transaction Costs set forth therein.

Please remit payment to:

Treasure Island Development Authority  
c/o Michael Tymoff  
Office of Economic and Workforce Development  
City Hall, Room 448  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

With TICD reimbursement of this invoice, TICD reimbursements to the Authority under the ENA will total \$10,501,890.44. Please contact me with any questions at (415) 554-7038.

Regards,



Michael Tymoff

Deputy Director, Treasure Island Redevelopment Project  
Office of Economic and Workforce Development  
City Hall, Room 448  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Cc: (w/o enclosure) to:

Kheay Loke  
KSWM  
4 Embarcadero Center, Suite 3330  
San Francisco, CA 94111

Mirian Saez  
Treasure Island Project Office  
Building One, 2<sup>nd</sup> Floor  
Treasure Island  
San Francisco, CA 94130

Eileen Malley  
Office of the City Attorney  
City Hall, Room 234  
San Francisco, CA 94102-4682

03326938 Treasure Island Community LLC

California Bank & Trust  
265300 . 1010.02STUB CHECK NO. 102007  
1 of 1 DATE 03/07/12

## INVOICE

CO. #	NUMBER	DATE	PAYMENT ADVISE	GROSS	DISCOUNT	NET
02653	201109 26521655 CR	092711	tida additional costs 4-6/11	\$265,216.55	\$0.00	\$265,216.55
1227389	Treasure Island Development Authority		1 Dr Carlton B Goodlett PL City Hall 448 c/o Janell Stoney San Francisco CA 94102	\$265,216.55	\$0.00	\$265,216.55

Treasure Island Community LLC

1 California St., Ste 2700

San Francisco,

CA 94111

California Bank & Trust  
1900 Main Street, Suite 200

Irvine

CA 92614

00102007

16-339  
1220

Void if over 180 days

DATE	AMOUNT
03/07/12	\$***265,216.55

PAY

TWO HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED SIXTEEN AND 55/100 \*\*\*\*\*

DOLLARS

MAR 21 2012

TO  
THE  
ORDER  
OFTreasure Island Development Authority  
1 Dr Carlton B Goodlett PL City Hall 448  
c/o Janell Stoney  
San Francisco CA 94102

Authorized Signatory

Authorized Signatory

Two Signatures Required on Amounts Over \$100,000.00



**SAN FRANCISCO POLICE DEPARTMENT**



**850 BRYANT ST  
SAN FRANCISCO, CA. 94103  
OFFICE #: (415) 553-7959  
FAX # (415) 553-9722**

**Fax Transmittal Sheet**

APR -4- 2012  
AS, H/L

**DATE:** April 3, 2012

**AGENCY:** Treasure Island Development Authority

**FAX NUMBER:** (415) 274-0299

**ATTENTION:** Asja Steeves

**SENT BY:** Larry Bertrand

**PHONE #:** (415) 553-7959

**COMMENTS:**

Asja,

Please find attached the March statistics for Treasure Island. Per the message I left you, this is the new format from the city's Crime View program. The location portion should hopefully be fixed soon.

Any questions, please give me a call.

Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 4



# San Francisco Police Department

INCIDENT SUMMARY REPORT



Incident #	Occurred	Incident Type	Location	District	Pct	Officer	Inv. Unit	Cleared	Step #1	Step #2
120187514	3/5/12 14:00	DOMESTIC VIOLENCE	0200 INTERSTATE80	B	010	1712	3B	00	BU 6'00"/170	0'00"/000 U
120204237	3/6/12 17:30	LOST/STOLEN LICENSE PLATE	0200 INTERSTATE80	B	010	1801	3B	00	U 0'00"/000	0'00"/000 U
120194177	3/8/12 20:35	CHILD ABUSE (PHYSICAL)	0200 INTERSTATE80	B	010	1276	SW	00	BU 5'06"/170	0'00"/000 U
120207112	3/12/12 08:00	LOST PROPERTY	0200 INTERSTATE80	B	010	1357	3B	00	U 0'00"/000	0'00"/000 U
120212779	3/13/12 01:00	BURGLARY OF APARTMENT HOUSE	0200 INTERSTATE80	B	010	1171	3B	00	U 0'00"/000	0'00"/000 U
120211464	3/13/12 15:00	THREATS AGAINST LIFE	0200 INTERSTATE80	B	010	4028	3B	00	BU 4'00"/000	0'00"/000 U
126036656	3/14/12 17:00	MALICIOUS MISCHIEF, VANDALISM	0200 INTERSTATE80	B	010	0812	3B	00	U 0'00"/000	0'00"/000 U



Incident #	Occurred	Incident Type	Location	District	Plot	Officer	Inv. Unit	Cleared	Susp. #1	Susp. #2
<b>3017031-501 Offenses</b>										
120212359	3/15/12 08:10	BATTERY	0200 INTERSTATE80	B	010	0853	3B	00	5077240	0007000 U
<b>3017031-701 Offenses</b>										
120230975	3/21/12 16:00	DOMESTIC VIOLENCE	0200 INTERSTATE80	B	010	1712	SW	00	5077160	0007000 U
120231860	3/24/12 16:30	SUSPICIOUS OCCURRENCE	0200 INTERSTATE80	B	010	4028	3B	00	0007000	0007000 U

10 Total Incidents

10 Total Records

# Treasure Island Static AS March 1st - March 31st 2012

San Francisco Police Department

Map Legend	
Incidents (10)	
Assault (3)	
Secondary Codes (2)	
Burglary (1)	
Other Offenses (1)	
Non-Criminal (1)	
Suspicious Occurrence (1)	
Vandalism (1)	



All representations on this map are distributed and transmitted "AS IS" without warranties of any kind, either expressed or implied including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. In no event shall San Francisco Police Department become liable to users of these data for any loss or damages, consequential or otherwise, including but not limited to time, money, goodwill, arising from the use, operation or modification of the data. The visual presentation of data is being provided strictly as a courtesy, not as an obligation to its users.

WARNING: This map does not meet the national map accuracy standards.



**TREASURE ISLAND DEVELOPMENT AUTHORITY**

ONE AVENUE OF THE PALMS  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0269  
WWW.SFTREASUREISLAND.ORG

**To:           Treasure Island Development Authority Board of Directors**  
**From:       Mirian Saez, Director of Island Operations**  
**Date:        April 6, 2012**  
**Re:         Use Permit and Film Permit Waivers**

---

The following waivers and reductions were granted for short-term Use Permits and Film Permits March 10– April 6, 2012.

**Fee Waivers:**

- Department of Homeland Security ICE Training, March 26-30,, 2012
- Academy of Arts College - Student Project- March 19, 2012
- Academy of Arts College - Student Project- March 28, 2012
- JSCO, Community meeting- March 10, 2012
- JSCO, Community meeting- March 13, 2012

## TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS  
2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

**To:** Mirian Saez, Director of Island Operations  
**From:** Peter Summerville  
**Date:** 4/13/12  
**Re:** San Francisco Boardsailing Association Proposal

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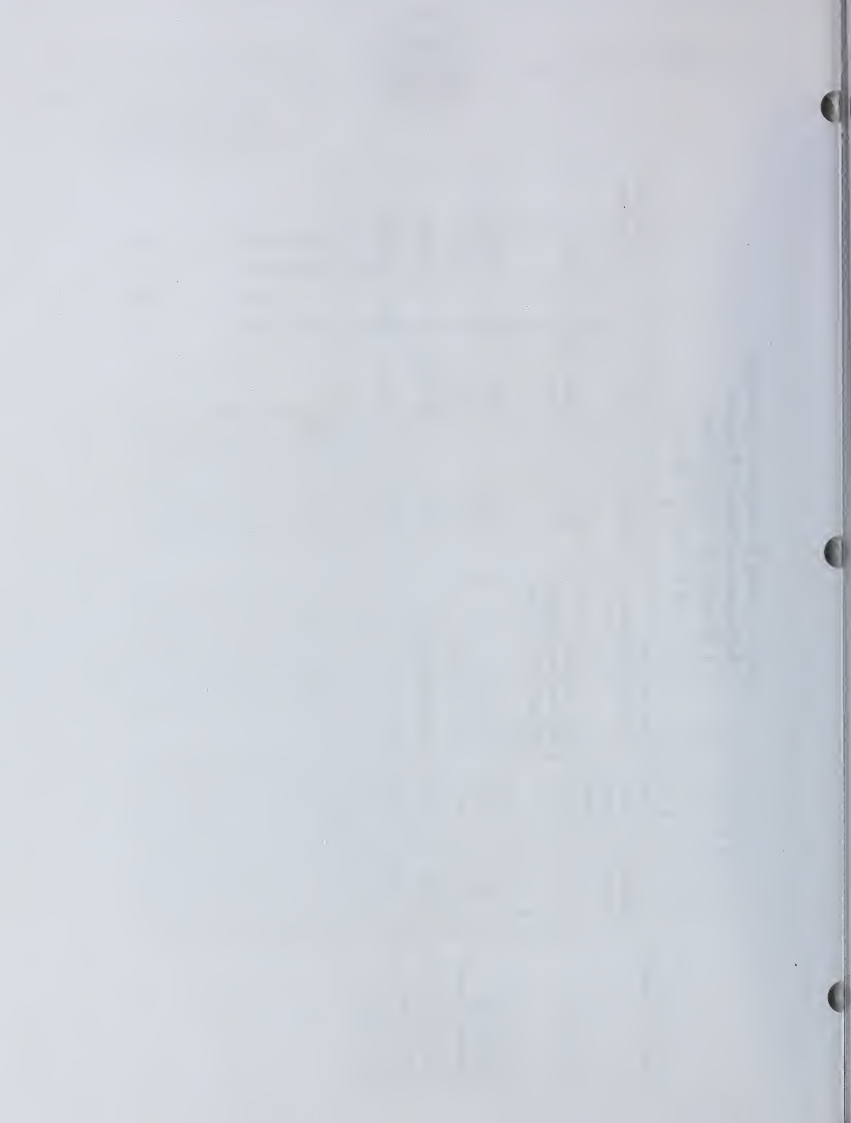
Per your request, I have reviewed the San Francisco Boardsailing Associations proposal for new boardsailing launch locations along the northeast shoreline of Treasure Island. A concrete boat ramp, a former US Navy (Navy) asset located on the northeast corner of Treasure Island and no longer viable as a waterside facility, is currently utilized as an informal boardsailing launch location. Due to the hazards posed by Bay conditions off the northeast shore of Treasure Island, conditions the SFBA website define as "extremely advanced", signage is posted prohibiting recreational Bay access at this boat ramp.

SFBA proposes capital improvements to the area around the northern boat ramp, referred to in the proposal as the "Downwind Launch" site. Construction of a second new facility, referred to as the "Upwind Launch" site, is also proposed. SFBA indicates an active storm water outflow platform northwest of the proposed "Upwind Launch" site is currently used by board sailors for informal access to the Bay. Neither TIDA nor the San Francisco Public Utilities Commission authorizes such recreational use of this platform.

Both proposed construction locations sit within a larger parcel of the northeast section of Treasure Island closed to public access by the US Navy since 2007 for ongoing environmental monitoring and remediation activities. The Navy prohibits public activities within, or access through, active environmental sites on Treasure Island. The environmental sites are excluded from the current TIDA-Navy Master Lease. As the City's transfer and development schedules for Treasure and Yerba Buena Island are directly tied to completion of Navy environmental remediation activities, construction, commercial and recreational use are all prohibited by the Navy within active environmental sites. The Navy has been advised of the construction proposal and proposed locations and deems the proposal unfeasible due to the Navy's site use prohibitions.

**Treasure Island Development Authority**  
**Subleases and Permits Executed**  
**Pursuant To Leasing Policy**  
**As of April 19, 2012**

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date/Event Date	Leasehold Type	Sq. Ft.	Annual Rent/ Permit Fee
Ave of Palms	537	New	Juan F. Ortiz, an individual doing business as Mateo's Bay Area Hot Dogs	9/1/10	Hotdog stand	20	\$300.00
Building 449	538	New	Abdo Nasser	3/1/12	Store	7,120	\$48,000.00
Building 449	539	New	Sol Rouge	3/1/12	Store	5,675	\$36,000.00
Avenue H Avenue Of The Palms	P-553	New	Gravy Productions	4/5/12	Photo Shoot		\$500.00
Avenue H Avenue Of The Palms	P-550	New	Handel Productions	3/21/12	Film Shoot		\$1000.00
Land at Avenue N and 3 <sup>rd</sup> Street	540	New	MCM	3/12/12	Staging	60,000	\$84,000.00





## TIDA REVENUE AS OF 3/31/2012

	Actual	Budget FY 11-12	Variance	Variance %
705036 TI JOINT VENTURE - WINE VALLEY <sup>1</sup>	193,241	346,695	153,354	55.75%
705036 TI SPECIAL EVENTS	296,107	323,700	27,593	91.48%
705038 COMMERCIAL PAYMENTS	1,520,459	2,146,769	626,280	70.63%
705039 TI FILM PERMITS <sup>2</sup>	5,891	115,000	109,109	5.12%
705045 CELLSITES <sup>3</sup>	148,085	308,550	160,465	47.99%
705046 MARINA RENTAL	62,200	90,000	27,800	69.11%
705047 TI CAM	292,704	479,472	186,768	61.05%
705047 TI HOUSING <sup>4</sup>	2,570,889	4,414,893	1,844,024	58.23%
	<u>5,069,566</u>	<u>8,224,979</u>	<u>3,135,393</u>	<u>61.68%</u>

1. The economic downturn continues to affect corporate and social special events revenue

2. Report is included in TI Special Events Line

3. BAAQMD did not renew their contract

4. Does not include March Payment

Expenses	TIDA Revised Budget11-12	Expenditures as of 3/31/2012	Balance	
<b>3/31/2012- REVISED TIDA OPERATIONS EXPENSES</b>				
<b>ADMINISTRATION</b>				
TRAVEL COSTS	\$4,500	2,010	2,490	44.67%
TRAINING COSTS	\$6,300		6,300	0.00%
EMPLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES)	\$1,250	1,322	(72)	108.76%
MEMBERSHIP FEES	\$2,700	410	2,290	15.19%
PROMOTIONAL AND MARKETING EXPENSE	\$13,500	8,584	4,916	63.59%
ADMIN PROFESSIONAL & SPECIALIZED SERVICES			-	
1. TREASURE ISLAND BOYS & GIRLS CLUB HOUSE	\$133,000	88,667	44,333	66.67%
2. CHILD CARE - FACILITY -	\$0			
3. TIHDI - OPERATING CONTRACT	\$157,000	106,123	50,877	67.59%
4. TIGYM OPERATIONS YMCA	\$142,500	79,115	63,385	55.52%
5. MARINE SALVAGE	\$10,000		10,000	0.00%
6. PUBLIC ART HISTORICAL PRESERVATION	\$17,000	12,714	4,286	74.79%
7. OTHER PROFESSIONAL SERVICES	\$52,000	55,500	(3,500)	106.73%
REDEVELOPMENT ADMINISTRATION EXPENSE	\$25,000	15,020	10,980	57.77%
<b>TOTAL ADMINISTRATION</b>	<b>\$565,750</b>	<b>\$369,465</b>	<b>\$196,285</b>	<b>65.31%</b>
<b>PROFESSIONAL &amp; SPECIALIZED SERVICES</b>				
MAINTENANCE SERVICES - BUILDINGS & IMPROVEMENTS				
1. SCAVENGER SERVICES (Trash Disposal)	\$25,000	18,593	6,407	74.37%
2. JANITORIAL SERVICES (TOOLWORKS)	\$120,000	80,000	40,000	66.67%
3. GROUNDS MAINTENANCE RUBICON	\$641,000	428,555	212,445	66.86%
4. PUBLIC SAFETY & SECURITY SERVICES	\$76,500		76,500	0.00%
5. TIDA FACILITIES MANAGEMENT SERVICES	\$200,000		200,000	0.00%
6. RENTS & LEASES - EQUIPMENT	\$11,700	1,873	9,827	16.01%
7. OTHER CURRENT EXPENSES (OTHER ADMINISTRATIVE)	\$27,000	25,266	1,734	93.58%
8. MATERIALS & SUPPLIES (OFFICE)	\$12,960	1,657	11,303	12.79%
9. FACILITIES MAINTENANCE (SPECIAL CAPITAL IMPROVEMENT PROJECTS)	\$250,000	665	249,335	0.27%
REDEVELOPMENT OTHER PROFESSIONAL SERVICES	\$490,000	191,022	298,978	38.98%
<b>TOTAL PROFESSIONAL &amp; SPECIALIZED SERVICES</b>	<b>\$1,854,160</b>	<b>\$747,631</b>	<b>\$1,106,529</b>	<b>40.32%</b>
<b>CITY DEPARTMENT WORK-ORDERS</b>				
DTIS SERVICES (AAO)	\$38,175	26,074	12,101	68.30%
GENERAL SERVICES AGENCY	\$1,677,318	787,806	889,512	46.97%
RISK MANAGEMENT SERVICES (INSURANCE)	\$98,850	45,033	53,817	45.56%
CITY ATTORNEY - LEGAL SERVICES	\$125,000	67,917	57,083	54.33%
HR-HR-MGMT TRAINING (AAO)	\$3,000		3,000	0.00%
S-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)	\$3,500	3,500	-	100.00%
S-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)	\$3,500	2,852	648	81.49%
PF - PARKING & TRAFFIC	\$8,000	12,474	(4,474)	155.93%
S-PURCH-REPRODUCTION (AAO)	\$6,000	83	5,917	1.38%
PF - POLICE SECURITY (SFPD)	\$70,632	37,241	33,391	52.73%
PF-PUC-HETCH HETCHY (AAO) (\$650,000 Utility Bills, 135,000 Generators, \$200,000 MOU)	\$998,000	666,390	331,610	66.77%
ADM - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE- FACILITIES MGMT)	\$32,072	5,677	26,395	17.70%
IR-DPW-BUILDING REPAIR (AAO)	\$786,560	542,078	244,482	68.92%
IR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES	\$208,470	137,767	70,703	66.08%
IR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES	\$80,265	10,066	70,199	12.54%
IR-DPW-BUREAU OF URBAN FORESTRY SERVICES	\$160,000	118,178	41,822	73.86%
REDEVELOPMENT CITY WORK-ORDERS	\$1,435,000	43,586	1,391,414	3.04%
<b>TOTAL CITY DEPARTMENT WORK-ORDERS</b>	<b>\$5,734,342</b>	<b>\$2,506,722</b>	<b>\$3,227,620</b>	<b>43.71%</b>
<b>TOTAL OPERATIONS EXPENDITURES</b>	<b>\$8,154,252</b>	<b>\$3,623,818</b>	<b>\$4,530,434</b>	<b>44.44%</b>
<b>SURPLUS AVAILABLE FOR CONTRIBUTION TO THE GENERAL FUND</b>				
<b>TOTAL EXPENDITURES</b>	<b>\$8,154,252.00</b>			
<b>TOTAL REVENUES</b>	<b>\$8,224,979.00</b>	<b>\$5,089,586</b>		61.88%
<b>RESIDUAL FOR RESERVE</b>	<b>\$70,727</b>	<b>\$1,465,768</b>		





Sad News for Treasure Island and Yerba Buena Island  
 good\_neighbors  
 to:  
 Asja.Steeves  
 03/15/2012 09:02 PM  
 Cc:  
 Mirian.Saez, "Emily, Rapaport"  
 Show Details

History: This message has been forwarded.

Hi Asja,

Please forward this to the TIDA Board as soon as possible. I have already addressed this to our members, subscribers, Naomi Kelly and Mayor Lee.

Thanks in advance,

Mark Connors  
 Secretary, Good Neighbors

TO: Good Neighbors Members and Subscribers  
 The TIDA Board  
 City Administrator - Naomi Kelly  
 Mayor Edwin Lee

Dear Good Neighbors Members and Subscribers,

Yesterday while attending the Treasure Island Development Authority Board meeting, I learned some very difficult news. Marianne Thompson, the TI Community Liaison's last day will be Friday, March 16, 2012. Marianne will be transitioning to her new job at 311, the City's service that connects residents, businesses, and visitors to Customer Service Representatives who help with general government information and services. It was quite a shock as we had been working with Marianne on several new projects as well as refining a few older ones.

All so often I tell the story of how Good Neighbors was created on the Muni108 when a woman and I were talking about the community, and how to make it better. The part of the story that you don't know is that at the same time that I was trying to find ways to improve the quality of life on the Island for the residents, Marianne was looking to organize a community group that could guide TIDA in understanding the needs of the residents. At the time that we met for lunch, TIDA had just lost a Director and was in the process of searching for a new one, and we were both in uncharted territory. Nothing like this had ever existed on the Island. We shared four mutual interests: ending the "Us and them" that existed between the JSCo housing and the TIHD housing; identifying and improving the quality of life for residents; reducing the crime on the Island; and creating a better mechanism for communication to all residents. Over seven years and with the help of Marianne, Good Neighbors and its members have evolved into a viable community organization. Good Neighbors has bridged the divide, identified issues on the island, reduced crime and created **Treasure Island News**, a community member driven newsletter. While the newsletter was a Good Neighbors idea, it was supported and co-written with Marianne.

There were countless late night e-mails from her suggesting or sending me contact for the newsletter.

It wasn't always easy. At times we did not agree on the best methods or approach to achieving our goals, but that never stopped us. We always worked to an achievable middle. It was a give-and-take on both sides. I think it was easy to get to the middle because there was never a question about her integrity, nor about her belief in the community. It wasn't just a job for her.

I want to thank Marianne for her seven years of service not only to the Redevelopment, but also to the residents of Treasure Island. While I support Marianne in everything she does, the Island will be a much poorer place with her absence.

A friend of mine told once said that there are two types of people. Yes people, and No people. Marianne is a YES person and has always sought to advocate for the current community but equally for the redevelopment. She sees no conflict between the interests of the two, and indeed has a knack for finding synergy where others would seek dominance or oppression. She wasn't afraid to challenge others in their beliefs or standards.

Where some officials do not return emails or phone calls, Marianne always returned e-mails and phone calls, and it is well known that she took resident phone calls at all hours of the night. She never viewed the community as a job, but rather as friends. Where some would pass the buck, she was always ready to get into the details of a situation – even if they were not hers to solve. When a community member was suffering – she would show up and offer help. If you ever had the chance to walk through the residential area with her, you would know that she knows most of the kids by name. Likewise she knows the parents too by name, and she knows who they are, and what their challenges are.

This is a sad day for the Island, for the redevelopment, and for me.

Marianne, Thank you for all you have done.

Sincerely,

Mark Ryan Connors

Secretary

Good Neighbors of Treasure Island and Yerba Buena Island

[www.TreasureIslandSF.org](http://www.TreasureIslandSF.org)



**From:** "Jeff Kline" <[kline.jb@gmail.com](mailto:kline.jb@gmail.com)>  
**Date:** March 21, 2012 9:39:20 PM PDT  
**To:** "Michael Tymoff" <[michael.tymoff@sfgov.org](mailto:michael.tymoff@sfgov.org)>  
**Cc:** [nyork@jsco.net](mailto:nyork@jsco.net), [TIDA@sfgov.org](mailto:TIDA@sfgov.org)  
**Subject:** Addendum C and the THR&Rs

Hi Michael,

Thank you for attending the JSCo meeting with Residents of the Villages on 3/13. It was helpful for Residents to hear your answers and clarifications, and your commitment to resolve our concerns. Your presence was missed at the 3/17 meeting, especially during discussion of the 3 new causes for eviction (#7,8,9 in Section XXII).

Regarding cause #9, on 3/13 you agreed to correction of language in the THR&Rs which might be misconstrued to negate, in effect, all the protections of the Original Lease ("and California law").

Re: cause #7, you agreed to discuss and clarify administrative procedures to resolve potential disputes on whether a proposed lease, addendum or rental agreement is "substantially similar". I suggested that Residents be allowed appeal to an ALJ under the Rent Board, as per the THR&R Grievance Procedures.

Regarding cause #8, I raised the issue at the 3/17 meeting of whether it was fair for Residents to lose their existing rights to transition housing benefits due to constructive eviction. Mr. York asked that I put this question to you, so I am asking you to consider adding a "window" of six years for Residents to retain benefits in the event that the TIDA is forced to relocate the Villages off NSTI.

If the Villages is not restored to NSTI during that period, and replacement housing in the Project not yet available, then qualified Residents at least should be offered in lieu payment.

I hope you will propose to amend the THR&Rs to include the above correction, clarification, and consideration. This in turn will make Addendum C, in effect, substantially similar to the Original Lease, and thus serve to resolve previous objections and allay the concerns of the Residents.

Thank you for your time and constructive action.

Jeff Kline



**From:** "Jeff Kline" <[kline.jb@gmail.com](mailto:kline.jb@gmail.com)>  
**Date:** March 25, 2012 10:57:24 PM PDT  
**To:** "Michael Tymoff" <[michael.tymoff@sfgov.org](mailto:michael.tymoff@sfgov.org)>  
**Cc:** [nyork@jsco.net](mailto:nyork@jsco.net), [TIDA@sfgov.org](mailto:TIDA@sfgov.org)  
**Subject:** clarification of THR&R in re: Addendum C #8

Hello Michael,

I previously wrote to you about the second new justifiable cause for eviction in Addendum C: number 8, which may, in effect, allow constructive evictions due to conditions that are under the control of the Landlord. I think you would agree that it would be doubly unfortunate for Residents to also lose their rights to transition housing benefits in such a situation.

First, let me correct that I wrote "the Villages" several times in reference to my request for a six year "window" for transition housing benefits to be added to the THR&Rs, when I meant "the (displaced) Residents".

As you know, the Navy remains the owner of NSTI, and continue to lease much of the base to the TIDA for free, in exchange for TIDA acting as caretaker for the base, and in order to facilitate the public benefits of affordable housing and development for the city of San Francisco.

The Navy is now in a second decade of the process of cleaning up the base. Unfortunately, new areas of contamination have been discovered since 1999, when the City issued occupancy permits for nearly a thousand units in the Villages. In fact, over several hundred units had to be evacuated and fenced off, and while the Villages was able to relocate all the affected Residents at the time, there are now many fewer units and the Villages will soon have a higher rate of occupancy, so similar re-locations within the Villages may be problematic going forward.

Recently, it has come to my attention that there have been repeated findings of unexpected radionuclide contamination on NSTI, but there have been no warnings or disclosures to the public or Residents of the Villages. Obviously, there is a possibility that new risks may be discovered in Area 12, and again, it would be unfortunate if qualified pre-DDA Residents were consequently "bumped" off NSTI and lost their housing and benefits due to the repeated failures of the Navy and the City of San Francisco to make sure the premises are safe for residential occupancy.

Also, it is clear that the TIDA has neglected their caretaker duty to maintain the infrastructure on NSTI, as held in their Master Lease with the Navy. For example, the SFPUC recently revealed that the TIDA has provided almost no monies for preventive maintenance of the power grid on NSTI for the past 14 years, and three years of 19 outages a year and a spate of 16 outages in 90 days is the not unsurprising result.

Given these circumstances, it seems to me that constructive eviction is a real possibility, and providing an obligatory "window" for transition housing benefits would serve to hold the TIDA accountable as Landlord and discourage further neglect that might lead to constructive eviction.

It may seem "late in the day" to ask for this change to the THR&Rs, but I ask you to seriously consider a benefit "window" because it will go a long way to restore goodwill with Villages Residents for the JSCo, the TIDA, the OEWD, and the entire Project. Such a outcome may also help restore Residents faith in what seemed like (up until recently) a very heavy-handed and one-sided "process" of "revising the Lease to conform to the THR&Rs and the DDA".

Thank you for your attention!

Jeff Kline



BOYS & GIRLS CLUBS  
OF SAN FRANCISCO

the future starts here

APR - 5 2012  
MS, AS, RIG

April 2, 2012

Mirian Saez, Director of Island Operations  
Treasure Island Development Authority  
One Avenue of the Palms, 2<sup>nd</sup> Floor  
San Francisco, CA 94130

Dear Mirian,

Thank you for the support you have shown to Treasure Island Boys & Girls Club and our agency as a whole. We are very grateful to have you as a friend and advocate. Lavina and I both consider you and your TIDA staff to be our partners.

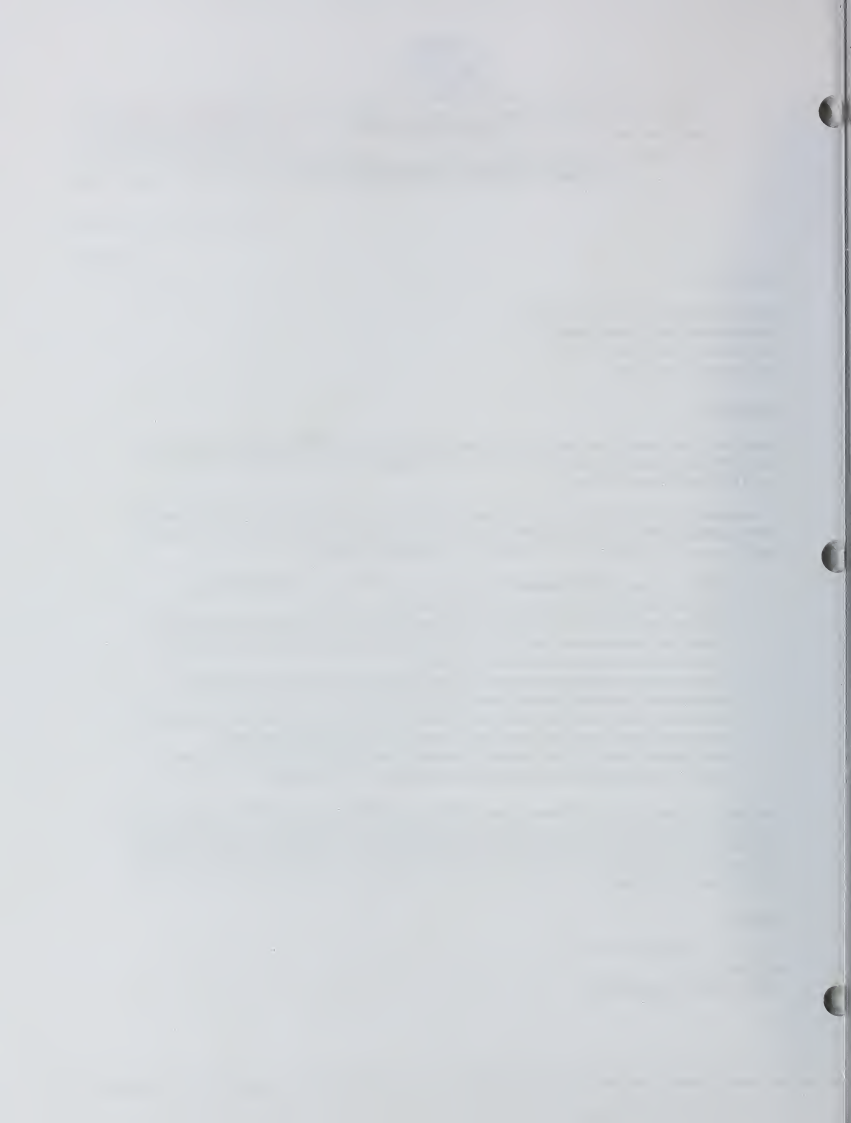
As mentioned to you, we'd love to be considered if TIDA has some extra funds available this fiscal year. We are gearing up for summer and looking at where we can best serve the TI community. With extra funds, these are a few things we can commit to over the upcoming months:

- Increase average daily attendance from 60 to 70 – a 14% increase – during school year
- Increase average daily attendance to 75 in the summer
- Build partnerships with more of the existing providers on the Island: such as Extreme Sports
- Expand our academics over the summer: use the DCYF model and meet the programmatic requirements in regard to summer learning retention
- Enhance parent engagement: we started summer registration earlier this year and parent orientations are happening more often and earlier in the year
- Increase Rayshell Davis from part-time to full-time in the summer as Club Generalist. She has lived on the Island and will be a great asset for recruitment and retention of youth.
- Heighten involvement of the Treasure Island teens in our Youth Workforce Development program including summer career exploration activities and career panels.

Looking at dedicated funds, the Treasure Island Clubhouse budget is about \$100,000 from being balanced for this fiscal year. Individual donors and other unrestricted funds will certainly help us on the way to balancing this Club budget, but we would love any consideration you can give to a further investment in our work on the Island. Please call me at 415-445-5460 - office or 415-609-7904 - cell, if you'd like to discuss. Thank you so much.

Sincerely,

Pat Zamora  
Area Director Treasure Island







Treasure Island / Yerba Buena Island  
Citizens Advisory Board  
Meeting Agenda

Tuesday, April 3, 2012  
6:00-8:00 PM

San Francisco City Hall, Rm 201  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

For further information about the meeting please contact Kate Austin at (415) 554-6959

- I. Roll Call
- II. Approval of October 4, 2011 CAB Minutes  
(Action Item)
- III. TIDA Staff Updates (15 min) (Information Item):
  - a) Treasure Island Development Authority Board
  - b) Legislative
  - c) Development Schedule
  - d) Bay Bridge
  - e) Job Corps
  - f) Island Clean-Up
- IV. Treasure Island/Yerba Buena Island Development Project - General Update (30 Minutes) (Informational presentation only)
- V. Future Agenda Items (5 min) (Action Item)
- VI. Announcements from Board members (5 min)
- VII. Public Comments (15 min)
- VIII. Adjourn

**MEETING AGENDAS AVAILABLE ON E-MAIL**

If you would like to receive TICAB meeting agendas by e-mail, please send your name and e-mail address to [TICAB@sfgov.org](mailto:TICAB@sfgov.org).

**Disability Access**

The Treasure/Yerba Buena Island Citizen Advisory Board meets on Treasure Island in Building 442, City Hall, 1 Dr. Carlton Goodlett Place or at the San Francisco Redevelopment Agency. All buildings are accessible to persons using wheelchairs, and others with disabilities. For American Sign Language

interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 554-6959 or 274-0660 at least 48 hours before a meeting.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

The closest accessible BART is Civic Center, three blocks from the City Hall at the intersection of Market, Grove and Hyde Streets. Accessible MUNI lines serving this location are: #42 Downtown Loop, 9 San Bruno and the #71 Haight/Noriega. Accessible Muni Metro lines are J, K, L, M and N stopping at the Muni Metro Civic Center Station at Market and Van Ness. For more information about MUNI accessible services, call 923-6142. Accessible curbside parking is available on Grove Street.

#### **Treasure Island Website**

Check out the Treasure Island website at [www.sfgov.org/treasureisland](http://www.sfgov.org/treasureisland) to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

#### **Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

#### **Know Your Rights Under the Sunshine Ordinance**

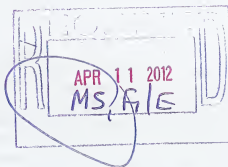
Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact Donna Hall by mail at Sunshine Ordinance Task Force at City Hall, Room 409, 1 Carlton B. Goodlett Place, San Francisco, CA 94102-4683. The Task Force's telephone and fax numbers are (415) 554-7724 and (415) 554-5163 (fax) or by email at [Donna\\_Hall@sfgov.org](mailto:Donna_Hall@sfgov.org). Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at <http://www.sfbos.org/index.aspx?page=4459>

# California Redevelopment Association

development. Building Better Communities

April 10, 2012



Dear CRA Member:

Subject: The Future of the California Redevelopment Association

In 1979 a group of city managers realized that local redevelopment agencies in California would benefit from having a strong, dedicated voice in Sacramento to address a growing number of legislative issues and to provide training and education services to the redevelopment professionals across the state. From this vision emerged the California Redevelopment Association (CRA), the statewide association of city and county redevelopment agencies and professionals.

At the time the CRA was established the California Redevelopment Law was twenty-eight years old, and the state legislature had begun to look at enacting a series of reforms that required a level of organizational attention that only the CRA could provide. From its inception CRA was an active organization for promoting best practices within the profession and in lobbying for local and redevelopment interests.

Thirty-three years later we are confronted with the unfortunate reality that the years of incredible success with redevelopment—building affordable housing, creating jobs, cleaning up and reusing contaminated sites, and revitalizing communities—have now come to an end due to a policy choice of the State of California to address its fiscal imbalance in part by dissolving redevelopment agencies. As a result, cities and counties in California will, at least for a time, have to address community revitalization needs without this incredibly powerful tool.

With the dissolution of local redevelopment agencies as of February 1, it has become clear to the board and executive staff that the business plan for CRA is no longer sustainable. When combined with other legal and financial obligations related to pension liability, the CRA Board of Directors has now concluded with great reluctance that it has no other prudent choice but to initiate the dissolution of the association. This process will take a period of time, but we want you to know that, effective April 30, 2012, most CRA staff will no longer be in the employ of CRA. A limited number of personnel led by Tom Hart will proceed to wind down the affairs of the CRA under the direction of the board of directors and with the guidance of CRA's legal counsel. This wind down process will include a membership vote to affirm dissolution actions that the Board of Directors will be asked to take.

Member agencies and the passionate and committed staff working for them should be proud of their work since 1979. For the CRA and its staff it has been a privilege working with you. The value of what you and your agencies have created for California communities will be sorely missed. We believe that the State Legislature is beginning to realize this, and has already begun the discussion of the "next generation" of community revitalization tools.



1400 K Street, Suite 204 • Sacramento, CA 95814-3916

(916) 448-8760 • fax (916) 448-9397

[www.calredevelop.org](http://www.calredevelop.org)

The League of California Cities has already convened a Next Generation Task Force to assist in these discussions. While it may be unlikely that significant new tools will emerge near term given the continuing State fiscal challenges, be assured that the League will continue to be a vehicle for shaping the conversation going forward. The imperative for California's communities to continue addressing their infrastructure, affordable housing, jobs/economic development, brownfield reuse, and military base reuse challenges remains. The next generation of tools and practitioners will build on the foundation left by redevelopment agencies. We encourage CRA members to stay active with your local legislators and the League of California Cities as the State Legislature discusses both fixes to current law, and the next generation of local government tools for community revitalization.

Thank you for your support for the CRA over these many years. The CRA board and contract staff will keep you informed of our next steps.

Sincerely,



Julio Fuentes, President  
City Manager, Alhambra



Jim Kennedy  
Interim Executive Director



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

April 10, 2012

**SUBJECT:** League Commitment to the "Next Generation" of Urban Economic Development

Dear CRA Members:

We share the deep appreciation expressed in the companion letter from CRA President Julio Fuentes and Interim Executive Director Jim Kennedy for the incredible work of the CRA board, staff and membership since the inception of the CRA in 1979. In the face of tremendous odds, including opposition by interests that ultimately benefitted greatly from visionary, long-term redevelopment planning and investments, the CRA fought the good fight for so many years and made a phenomenal difference for the better.

The League was proud to support the CRA's ongoing efforts to modernize, improve and reform redevelopment law over the years, but the credit for so many legislative and community accomplishments goes to the former CRA boards, executive directors, staff, and members who believed passionately that redevelopment could change the face of urban California, turning blighted community liabilities into vital, exciting places to live and work. We are deeply committed to representing the desires and interests of cities in continuing this enviable record of accomplishment by working with the legislature, governor and you to ensure that you have the legal and financial tools you need in the future to create jobs, eradicate blight, clean-up contaminated properties, and build affordable housing.

We will continue to draw on the expertise of local officials around our state who understand economic development leadership is all about having a consistent vision, keeping commitments and making steady, planned progress even through the political and financial upheavals that typify a state as dynamic as California. While state government may have temporarily postponed its commitment to urban redevelopment and revitalization, the seeds of its rebirth are already appearing and state leaders will likely find their footing in the near future if we keep our focus, offer sound guidance and insist on solid progress. As a former White House Chief of Staff remarked, "you don't want a crisis to go to waste."

The League will keep you posted on legislative, educational and other developments affecting the next generation of urban revitalization and economic development in California. Our board of directors will be considering recommendations later this month from our Next Generation Task Force that will guide our advocacy efforts. The past will most certainly only be a prologue to what we hope is a stronger future for California's cities and the over 80% of Californians who call them home.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Michael Kasperzak".

R. Michael Kasperzak, President  
Mayor, Mountain View

A handwritten signature in dark ink, appearing to read "Chris McKenzie".

Christopher McKenzie  
Executive Director

c. League Board of Directors



NAVAL STATION TREASURE ISLAND  
ENVIRONMENTAL RESTORATION ADVISORY BOARD MEETING

Tuesday, 17 April 2012

7:00 PM.

Casa de la Vista Building 271

Treasure Island

MEETING NO. 159

- 7:00 – 7:05    **Welcome Remarks and Introductions**  
Lead: James Sullivan, Navy Co-Chair
- 7:05 – 7:10    **Public Comment and Announcements**  
Lead: James Sullivan, Navy Co-Chair
- 7:10 – 7:15    **Treasure Island/Yerba Buena Island Property Transfer Update**  
Lead: James Sullivan, Navy Co-Chair
- 7:15 – 7:30    **Field Activities and Access Update (Sites 12, 21, 24, 31, 32, 33,  
Building 233 and Building 262)**  
Lead: Brian Holmgren, Shaw Environmental
- 7:30 – 7:35    **Field Activity at Pipeline YF3**  
Lead: David Clark, Lead Remedial Project Manager
- 7:35 – 8:30    **Radiation Protection Fundamentals**  
Lead: Christine Donahue, Shaw Environmental
- 8:30 – 8:35    **Upcoming Documents and Field Schedule**  
Lead: Jessica Beck, Tetra Tech EMI
- 8:35– 8:40    **Co-Chair Announcements**  
Lead: Alice Pilram, Community Co-Chair
- 8:40 – 8:45    **RAB Meeting Minutes**  
Lead: James Sullivan, Navy Co-Chair
- 8:45 – 8:50    **BRAC Cleanup Team Update**  
Lead: James Sullivan, Navy Co-Chair
- 8:50 – 8:55    **Other Public Comment and Announcements**  
Lead: James Sullivan, Navy Co-Chair
- 8:55 – 9:00    **Future Meeting Agenda Items**  
Lead: Navy and Community Co-Chairs
- 9:00            **Closing Remarks/End of Meeting**  
Break/Informal Discussion for 30 minutes after the meeting  
*This is an opportunity to informally discuss issues*



Next Regular Meeting: No May 2012 Meeting  
7:00 pm Tuesday, 19 June 2012  
Casa de la Vista, Treasure Island

Next Treasure Island Citizen's Advisory Board (CAB) Meeting: See the web site for latest dates and times for future meetings: <http://www.sfgov.org/treasureisland>

Next Treasure Island Development Authority Board Meeting: 5:00 pm Thursday, 19 April 2012, Casa de la Vista, Treasure Island: <http://www.sfgov.org/treasureisland>

Next Interim RAB Community Member Conference Call:

7:00 pm. Tuesday, 29 May 2012

Call-In Number: 1- 866-822-0121  
Participant Code: 1122026

(Note: This same number will be used for future conference calls)

Navy BRAC Web Site: <http://www.bracpmo.navy.mil> (click on map for Treasure Island)

Navy San Diego Office Address:  
JAMES B. SULLIVAN  
BASE REALIGNMENT AND CLOSURE  
PROGRAM MANAGEMENT OFFICE WEST  
NAVAL FACILITIES ENGINEERING COMMAND  
1455 FRAZEE ROAD, SUITE 900  
SAN DIEGO, CA 92108-4310

[james.b.sullivan2@navy.mil](mailto:james.b.sullivan2@navy.mil)



HOFFMAN FAMILY CELLARS



## PASSPORT TO SAN FRANCISCO'S OWN WINE COUNTRY

PASSPORT GUESTS ARE WELCOMED TO MULTIPLE WINERIES ON THE ISLAND WITH OVER 40 WINES, 6 AWARD WINNING WINEMAKERS, FOOD, MUSIC, AND A WORLD-CLASS TASTING EXPERIENCE. ENJOY A QUALITY AFTERNOON AS THIS WINE GROWING COMMUNITY COMES TOGETHER TO CELEBRATE THE GRAPE AND THE EXTRAORDINARY FRUIT THAT DEFINES CALIFORNIA AS AN IDYLIC WINE PRODUCING REGION

**SUNDAY  
APRIL 22, 2012  
1:00 - 5:00**

### CHECK IN AT

Bodega Wine Estates  
751 13th Street  
at Avenue I  
Treasure Island, SF  
[terri@bodegawineestates.com](mailto:terri@bodegawineestates.com)

### ALL DAY PASS: \$60

- \* Commemorative glass
- \* Passport Book
- \* Tastings of over 40 wines
- \* Special purchase discounts at each winery
- \* Shuttle service among wineries
- \* Completed passports earn entry into drawings.
- \* Free Parking
- \* Valet service for all purchases.

**PURCHASE TICKETS AT:**  
<http://TIPassport.eventbrite.com>

Early Bird special through  
April 15th: \$40

### THE SMALL PRINT

All Participants must be 21 years or older. Designated drivers are encouraged and receive non alcoholic drinks. Commemorative glasses limited to first 300 participants.



# EMERGENCY SUPPLIES SHOPPING LIST

April 18th marks the 106th anniversary of the 1906 San Francisco Earthquake and Fire. This significant San Francisco earthquake anniversary is a reminder to build upon your earthquake preparedness. The San Francisco Department of Emergency Management hopes this shopping list will help you identify which everyday household items are important to have on hand should there be an emergency. Whether you are shopping for your family, friends, or yourself, having some extra everyday items on hand goes a long way in an emergency. And as you shop, you may find you are more prepared than you think.

## GET STARTED

Large, weatherproof container to store your disaster supplies (i.e., plastic garbage can with lid and wheels)

## FOOD & WATER

At least three gallons of water for each family member. At least three-day supply of food for your family. Consider items with a long shelf life:

- Canned fruit and vegetables
- Peanut butter and jelly
- Crackers, cookies and cereals
- Dry milk and canned juice
- Energy bars and jerky
- Canned meat and soups
- Nuts and dried fruit

## PERSONAL HEALTH AND SAFETY

- ☐ First aid kit and handbook
- ☐ Change of clothes
- ☐ Warm jacket or coat
- ☐ Sturdy shoes
- ☐ Warm gloves
- ☐ Hat
- ☐ Warm blanket or sleeping bag
- ☐ Toothbrush or toothpaste
- ☐ Towel or washcloth
- ☐ Soap, shampoo and comb
- ☐ Feminine products
- ☐ Extra/prescribed medications and medical supplies
- ☐ Contact lens case and solution
- ☐ Eyedrops
- ☐ Extra eyeglasses
- ☐ Hearing aid batteries
- ☐ Whistle

## SANITATION

- ☐ Unscented liquid household bleach
- ☐ Eyedropper
- ☐ Hand sanitizer
- ☐ Heavy duty plastic garbage bags
- ☐ Plastic bucket with tight lid
- ☐ Toilet paper

## COMMUNICATIONS

- ☐ Battery-powered radio
- ☐ Permanent marker
- ☐ Paper and pen
- ☐ Local map
- ☐ Extra keys for home and vehicle
- ☐ Emergency cash in small denominations
- ☐ Quarters (for phone calls)
- ☐ List of emergency contact phone numbers
- ☐ Copy of driver's license and insurance policies
- ☐ Photos of family members and pets

## TOOLS AND CLEANUP

- ☐ Flashlights and extra bulbs
- ☐ Extra batteries
- ☐ Work gloves
- ☐ Dust masks
- ☐ Goggles
- ☐ Adjustable wrench
- ☐ Heavy-duty plastic sheeting or tarps
- ☐ Crowbar
- ☐ Hammer and nails
- ☐ Duct tape
- ☐ Bungee cords
- ☐ Disposable camera

## CHILDREN AND INFANTS

- ☐ Entertainment toys, game books, playing cards, art supplies, etc.
- ☐ Baby food or formula
- ☐ Diapers and baby wipes

## PETS

- ☐ Pet food (for one week)
- ☐ Water (for one week)
- ☐ Medicine (for one week)
- ☐ Portable carrier
- ☐ Extra leash
- ☐ Extra litter
- ☐ Bowl
- ☐ Toys

## TO TAKE YOUR PREPAREDNESS TO NEW LEVELS:



Register for [www.alertsf.org](http://www.alertsf.org) to receive text and email emergency notifications, alerts and warnings

Empower yourself to be a real-life hero in your community by learning how to prepare and protect yourself and those you care about in the event of an emergency.

Download SF Heroes to your smartphone and start earning points and gaining Super Power Badges as you successfully complete tasks in the real world.

Experience free instructor led hands-on training in personal preparedness and response; gain confidence to respond to a personal emergency; become a participant on your neighborhood response team; take NERT! Visit the San Francisco Fire Department at [www.sfgov.org/sfndnert](http://www.sfgov.org/sfndnert) to get started.



72hours.org

## OUR CITY. READY FOR ANYTHING.



Whether you are shopping for your family, friends, or yourself, having some extra everyday items on hand goes a long way in an emergency.



## WHO ARE YOU SHOPPING FOR?

### 1906 SAN FRANCISCO EARTHQUAKE & FIRE COMMEMORATION ACTIVITIES AT A GLANCE

#### **Neighborhood Emergency Response Team (NERT) Citywide Drill**

San Francisco Neighborhood Emergency Response Team (NERT) members from all over the city are invited to meet to put their training into action during this three-hour drill. At the drill, NERT volunteers practice search and rescue techniques, triaging injured victims, setting up staging areas, and other essential disaster response skills.

April 14, 2012 at Everett Middle School, 450 Church St.  
8:30 a.m. – 1:30 p.m.

For more information visit [www.sfgov.org/sffd/nert](http://www.sfgov.org/sffd/nert)

#### **American Red Cross San Francisco: Save -A-Life Saturday**

Save-A-Life Saturday 2012 will train Bay Area residents in lifesaving skills of disaster preparedness, basic first aid, hands-only CPR, and identifying and managing shock. The presentations are non-certified, shortened versions of Red Cross courses, and are offered at no cost.

April 14, 2012 at Salvation Army Chinatown, 1450 Powell St.  
Cantonese only sessions: Sessions will be offered at 9 am, 11 am, and 2 PM

To register for this event visit [www.redcrossbayarea.org/savealife](http://www.redcrossbayarea.org/savealife) or call (415) 427-8911

#### **106th Anniversary of the 1906 Earthquake and Fire at Lotta's Fountain**

On the anniversary of the Earthquake, San Franciscans gather around the fountain at 5:13 am to mark the exact time of the quake.

April 18, 2012, event begins at 4:45am at the intersection of 3rd, Market, and Keamy Streets.

#### **SPUR "Safe Enough to Stay" Exhibit**

This exhibition focuses on what steps can be taken now to ensure that homes are safe to occupy after an earthquake strikes. Learn what it will take to make sure your housing is *Safe Enough to Stay*.

Runs through April 18, 2012 at the SPUR Urban Center, 654 Mission St.  
For more information visit [www.spur.org/exhibitions/safe-enough-stay](http://www.spur.org/exhibitions/safe-enough-stay)

For more information visit the San Francisco Department of Emergency Management

[www.sfdem.org](http://www.sfdem.org)

**SHAPE  
UP**

SAN FRANCISCO

# SHAPE UP WALKING CHALLENGE

Watch Us Walk the Coast of California



▼ **FINISH**

CA/Oregon Border (1016)

• Crescent City (100)

• Eureka (100)

• Leggett (100)

• Mendocino (100)

• Bodega Bay (100)

• San Francisco (100)

• Monterey (100)

• San Simeon (100)

• San Luis Obispo (100)

• Santa Barbara (100)

• Malibu (100)

• Anaheim (100)

• San Diego (100)

California

**Need motivation to exercise?**

**Looking for someone to work-out with?**

**Want a place to track your progress?**

**Interested in finding fun,  
FREE physical activity in SF?**

**Sign Up Today!**

**April 2-June 8  
2012**

**Learn More and Register at**

**[www.shapeupsfwalkingchallenge.com](http://www.shapeupsfwalkingchallenge.com)**



**START**

CA/Mexico Border









Treasure Island News is a community newsletter produced by Good Neighbors of Treasure Island & Yerba Buena Island with input & assistance from Island residents, agencies and businesses

Visit us at [TreasureIslandSF.org](http://TreasureIslandSF.org)

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TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted by the 15th of the month prior to publication for consideration. Email

[Good\\_Neighbors@comcast.net](mailto:Good_Neighbors@comcast.net)

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.
- We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.

JSCO LEASE—ADDENDUM C

This report is a compilation of observations of the meetings, the changes as I understand them, and clarification from the City's Office of Economic and Workforce Development (OEWD), on behalf of the Treasure Island Development Authority. You should refer to the source documents when making up your own mind on the topic of the lease changes.

On Tuesday, March 13th and Saturday, March 17th The John Stewart Company (JSCO) hosted two community presentations covering "Addendum C", the most recent version of proposed changes to the JSCO residential lease. About 40 people attended each session (down from about 70 who attended each of the previous series of meetings).

*Continued on page 7*

COMMUNITY LOSES ADVOCATE

By Mark Connors

While attending the Treasure Island Development Authority Board meeting on March 14, I learned some very difficult news. Marianne Thompson, the TI Community Liaison's last day was to be Friday, March 16, 2012. Marianne will be transitioning to her new job at 311, the City's service that connects residents, businesses, and visitors to Customer Service Representatives who help with general government information and services. It was quite a shock as we had been working with Marianne on several new projects as well as refining a few older ones.

All so often I tell the story of how Good Neighbors was created on the Muni108 when a woman and I were talking about the community, and how to make it better. The part of the story that you don't know is that at the same time that I was trying to find ways to improve the quality of life on the Island for the residents, Marianne was looking to organize a community group that could guide TIDA in understanding the needs of the residents.

At the time that we met for lunch, TIDA had just lost a Director and was in the process of searching for a new one, and we were both in uncharted territory. Nothing like this had ever existed on the Island. We shared four mutual interests: ending the "Us and them" that existed between the JSCO housing and the TIHDI housing; identifying and improving the quality of life for residents; reducing the crime on the Island; and creating a better mechanism for communication to all residents.

*Continued on page 14*

SAVE THE DATES: THREE ON-ISLAND MEETINGS

The Treasure Island Development Authority (TIDA) Board of Directors Meeting

**When:** April 11, 2012  
**Time:** 5:00 pm  
**Where:** Casa de la Vista

All are encouraged to attend. For more information, please visit [www.SFTreasureIsland.org](http://www.SFTreasureIsland.org)

The Navy Restoration Advisory Board Directors Meeting

**When:** April 17, 2012  
**Time:** 7:00 pm  
**Where:** Casa de la Vista

The Treasure Island Community Meeting (hosted by TIDA, Good Neighbors and TIHDI)

**When:** April 18, 2012  
**Time:** 6:30 pm  
**Where:** ShipShape

To submit a question ahead of time, send email to [Good\\_Neighbors@comcast.net](mailto:Good_Neighbors@comcast.net)

# April 2012

Sun Mon Tue Wed Thu Fri Sat

1	2	3 CAB Meeting 6-8 pm, City Hall, Rm 201	4	5	6	7
8	9	10	11 TIDA Meeting— on Island Meeting—5:30	12	13	14 Nature Walk
15	16	17 RAB Meeting	18 Community Meeting— 6:30 pm	19	20	21
22	23	24	25	26	27	28 T.I. Flea Market
29 T.I. Flea Market	30					

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400. In April they will hold a special on-island meeting at 5:30pm 4/18/2012. For more information, visit [www.SFTreasureIsland.org](http://www.SFTreasureIsland.org)

For information about the Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings see [SFTreasureIsland.org](http://SFTreasureIsland.org)  
The April meeting is April 3rd, 6-8 pm in City Hall, Rm. 201

The Community meeting is the third Wednesday of every other month (every even numbered month), 6:30 PM at the Shipshape

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to the Southern Station newsletter, please send an e-mail to [sfpdsouthernstation@sfgov.org](mailto:sfpdsouthernstation@sfgov.org) All are encouraged attend!



## IMPROVEMENTS AT THE YMCA

During the month of March the YMCA has made some serious changes to the facility, although the physical changes in the building are the most obvious, we have made some programming changes as well.

The Yoga and weight room have received the most attention. It is our hope that the new mirrors and flooring will not only make members feel more comfortable, but also provide a safer environment for proper lifting.

The yoga room has also seen some big changes. After being painted by volunteers earlier in the year, we have added new laminate flooring. The flooring is a much welcomed improvement as yoga sometimes requires practitioners to get very close to the ground.

Since un-rolling the new youth policies, the staff have met many new parents. These new policies have opened the lines of communication between staff and parents, so that all youth participants can be safe while at the gym.

Also, our staff member, Jay, started a dance-cardio class Tuesday and Thursday nights. This has been the fastest growing program in two years. Jay's energy and love for fitness is contagious and he will be sure to get a smile on your face before the class ends.

Although we have made great improvements, we can't stop here. In the next coming months we will be sending out surveys to our participants. This is an opportunity for you to share your feedback and offer suggestions for change. We look forward to your response, as it will help inform us about how to better serve the community.

If you would like more information about our programs, hours, or policies you can contact Megan Leonard or pick up our gym brochure.

Megan Leonard - [mleonard@ymcasf.org](mailto:mleonard@ymcasf.org) - 415-765-9037

Before



After



## Saturday, April 14<sup>th</sup> @ Duboce Park - 11:00am - 4:00pm

Master of Ceremonies  
**Daniel Handler**  
Official Representative  
of Lemmy Snicket

"Everyday" Dog Show  
11:30am - 3:15pm  
Registration form @ [www.sldogfest.com](http://www.sldogfest.com)  
Sponsored by: **Big Dog Sportswear**

**Celebrity Judges:**  
Jane Wiedlin of The Go-Go's  
Dave Eggers Author & 826 Valencia Co-Founder  
Nigel Phillips (AKA Twist) of The Alarm  
Beth Lisack Writer  
Charly Kayle Morning Show Host at 99.5 KOIT  
and more...

**Special Performances**  
1:00 & 3:15 pm - Busy Bee Dogs

**Silent Auction**  
Hotels, Restaurants, Museums,  
Theme Parks and much more....  
Sponsored by: **Macy's**

**Chow Zone**  
Aidell's Sausages, Salads and more...  
Sponsored by: **Whole Foods Market**

**Dog Rescue Zone**  
Pet Care and Adoption  
Sponsored by: **Pet Food Express**

**Kid Kennel**  
Games, Face Paint, Jumpy Houses  
Sponsored by: **Tagg the Pet Tracker**

# DOG FEST 2012

sponsored by **CHASE BANK**

Thank you to ALL of our Sponsors! \*All proceeds support educational enrichment programs at McKinley Elementary. For more information: [www.sldogfest.com](http://www.sldogfest.com)



## GOOD NEIGHBORS ANNUAL MEETING NEWS

### 2012-2013 NEW GOOD NEIGHBORS BOARD

*Congratulations to the new board of directors of Good Neighbors..*

#### Executive Committee

President	Emily Rapaport
Vice President	Kathryn Lundgren
Treasurer	Nella Gonçalves
Secretary	Mark Connors

#### Board Members-At-Large

Veronica Brown  
Nora Calderon  
Seanda Conley  
Kara Lander  
Andrea McHenry

All communications to the Board should be sent to Good\_neighbors@comcast.net and will be distributed by the Secretary.

### 2011-2012 GOOD NEIGHBOR AWARDS

*The following were awarded Good Neighbors Awards for their contributions to the Islands and our quality of life.*

**Residents:** Andrei Romanenko, Bart Rugo, Becky Hogue, Doug Acers, Edwin Garcia, Iris Tseng, Jeff Kline, Kara Lander, Ken Taylor, Melanie Williams, Peter Letourneau, Sal Damante, Shibal Li, The Romeros, Trelease Miller, Veronica Brown, Vicki Jones, Igor Khizver

**People employed on the islands:** Barbara Leahy (CHP), Cheryl Fields (CC), Dale Coleman (JSCO), Dan Stone (JSCO), David Miller (JC), Deanna Crespo (CC), Erick Brown (CC), Esmeralda Michel (CC), Hector Ortiz (CC), Lorraine Lee (JSCO), Marianne Thompson (TIDA), Megan Leonard (YMCA), Norman Thomas (Swords), Pat Zamora (B&G Club), Rayshell Davis (B&G Club), Sacir Hodzic (JSCO), SFFD Firefighters (SFFD), Shannon Wise (TIHDI), Sherry Williams (TIHDI), Wilhelmina Parker (JC)

**Off-Island Support:** Rita Veneracion (Leg. Aid to Sup. Kim), Irina Chatsova (SFSafe), Jane Kim (Dist. 6 Supervisor), Kareem Hickman (Velocity), Leslie Bilbro (Goodwill), Ruth Gravanis (Environmentalist)

### PRESIDENTS REPORT 2012 ANNUAL MEETING

*Presented by Emily Rapaport, President, at the annual meeting.*

The first thing I want to do is to thank my board for all of the hard work that they have done this year. I know that every President says thank you to their board, and tells the membership how wonderful the board members are and what a great job they did. And I am no exception. But there is more to it than just a thank you and to tell everyone how great they are. For you see these are some of the individuals who are the reason that we have a more cohesive community, and dynamic GN community organization. They are the people who put themselves out there in order to help bring us all together. I want to recognize each of them and when I say your name please stand up so that the community can see you, and recognize you as well.

I want to thank **Seanda Conley** for creating a great social event (the Back To School Community Potluck) filled with great food, wonderful friends, and really nice music. I also want to thank **Nora Calderon** who also hosted our second, truly wonderful social event, the International Block Party. The food was glorious and here too it was a great event filled with wonderful friends, some old, some new. Both of these women are great cooks and what they did helped make our community a tighter, yet more open and fun place to live. I hope that in the future we will have many more such events and that they will help organize them. So, thank you.

I want to thank **Nella Gonçalves**, our Treasurer, for helping us keep our very limited budget in good order. I also want to thank her for being someone that I can turn to when I need advice and to talk about what our options are. Nella is always very level headed and has a sense of what is possible and more importantly what is right. She has been a true friend to me and to the community at large, so I thank you as well.

Then there is **Andrea McHenry**, a master of design and words. Andrea I want to thank you for the hard work that you did on the resource guide. I think that the layout for the upcoming edition is the best that we have produced. You too have been a great support and truly a "Good Neighbor," to us all.

**Susan Krala**, thank you for being our Vice President and for taking on the task of leading our efforts towards obtaining our non-profit status. I am grateful for all of your research and for getting us so much closer to our goal. Thank you for getting the TI/YBI Kennel Club off the ground and running. I am only sorry that the Navy put the kybosh on the dog park. Maybe some day.

**Kathryn Lundgren;** Kathryn is a great baker; her cakes and cookies are the stuff of legends. Kathryn organized our Christmas Carolers this past winter. It was a truly unique event and I hope that it will continue and grow with each passing season. Kathryn is also a woman of great wisdom, kindness, humor and organization. I hope to have a closer and a more collaborative relationship in the coming year.



I believe that I have mentioned everyone on the Board with the exception of Mark Connors. Mark is truly the driving force and source of strength of Good Neighbors. He is the hardest working member of the Board. Mark publishes Treasure Island News, our community newsletter, did the legwork for the Resource Guide, along with TIDA's own Marianne Thomson. Mark designed and analyzed the groundbreaking - Quality of Life Survey. He is on the Southern Station Citizens Advisory Board as well as the TIDA Citizens Advisory Board, is the chair of an island safety committee and does a hundred other thing to make this community a better place to live. He is my friend and confidant, truly great friend. Mark I want to thank you from the bottom of my heart for all you have done and for all that you are.

I also want to briefly say that there is another amongst us who deserves our thanks and who has help us become a stronger community. And that person is Marianne Thomson (from TIDA). She has been an unfailing support to and for us. She has helped us with the Resource Guide, the Treasure Island News, helping us obtain the resources needed to get quality of life improvements, to being a great listener, liaison, fellow Anglophile a great friend.

I have to also mention Dan Stone from JSCo, who has worked tirelessly on most if not all of community events, like the Halloween Haunted House and much, much more.

I have to mention Sherry Williams from TIHDI, who has been a very strong support for the Treasure Island community and of GN. She and her staff have also worked tirelessly on bringing this once disparate community into a more cohesive one.

Megan Leonard from the Y has given our community a place to work and play. She is helping us to become a stronger community, as she is always ready, willing, and able to participate in community events and activities.

Pat Zamora and Lavina DeSilva from the Boys & Girls Club have also brought a sense of community to this island. They have given our kids a place to hang out, learn and have given them a sense of community.

There is also a large part of our community that gets ignored unless something happens on the 108. And that of course is Job Corps. But even here we have made some good progress with the help of Wilhmena Parker, and others, on bringing JC further into our community. The trainees, (with pride in my Culinary kids and the Security and other of our kids as well) have volunteered to help us with our community events. They were wonderful ghouls in this year's haunted house; they have been our cooks for National Night Out barbecue. They have helped us on the island clean ups and done so much more. They love our community. I am so proud of them, particularly when they come up to me and ask me if there is anything going on here and if that they can help out.

These JC kids like the rest of us need to feel as if they belong to a community. This is why I have spoken about my board and all of the other folks who have worked so hard on our behalf. The point being is, we all need to be a presence in our community and to participate, and in the end, show our appreciation for the commitment they made to make TI a better place to live and work.

I realize many mentioned here were also recipients of a Good Neighbors awards this year for their excellent and hard work, but I also wanted to illustrate what it means to have a community. Everyone I have mentioned represents and is involved with unique communities within on the islands, yet we come together to create change. Some like me belong to several and sometimes they even intersect. You are here because you are a part of this Good Neighbors community. And hopefully you believe as I do in this community, and want to see it become a stronger a more unified one.

We have lost a strong supporter now that Marianne Thompson has left the island and hope that the relationship with TIDA will continue as it has in the past - one of mutual support and respect.

At beginning of the year The John Stewart Company informed us they would no longer be distributing Treasure Island News to their residents.

When a new lease was proposed that would affect a large portion of the island residents we stood together and fought for one another. Together we found our collective voice. When we acted as community our concerns were heard and were acted upon. So, I would like to thank the many, many folks from YBI and TI who came together, some working behind the scenes and those whose work was more visible, some of whom do not even live in JSCo housing but showed their support non the less. For the lawyers and the petition drafters, and signature collectors and concerned citizens. For all of the community members who spoke at the TIDA Board meeting, and worked quickly, efficiently and with care for all, I want to say; Thank you for standing with us and for fighting for our community.

In the spirit of bringing the community together, to give everyone a sense of belonging to, and knowing what is actually going on here, I would like to ask you to go to your friends and neighbors and ask them to sign up for the e-version of Treasure Island News. We would like to reach as many of our neighbors as possible, so please let folks know that we would very much like them to be an active part of the community and can start by subscribing to the newsletter.

In our effort to become a non-profit, we are in need of an accountant or a bookkeeper to help us fulfill the State and Federal laws regarding non-profits. So, if you know of anyone who is willing to volunteer for a few hours a year, please come to one of us and let us know who you are or who you recommend.

In this past year I have witnessed some truly remarkable things happening here. I have, I believe seen this community come together and work together as it never has done before. This coming together started to coalesce around the issues of redevelopment. Yes, there were differences between some of the folks from YBI and TI, between JSCo residents, and residents of TIHDI. There certainly was some fear of the unknown. But we started to see that we had more in common than not. We took the steps necessary to start working together. We began to see that we had a common vision of what we could become. And by working together we might actually make it come true.

*Continued on page 9*



## BOYS & GIRLS CLUB TREASURE ISLAND CLUBHOUSE

Updates provided by Pat Zamora - Area Director for TI and Tenderloin Clubhouses, B&G Club of SF

### Educational Programs

**Homework Help:** J's behavior has completely turned around since he started coming to the Club regularly. He used to have behavior issues. Now, he is sometimes one of the best behaved members in the room and, even more important, he is finishing homework! This turn around took about a year of hard work from the staff at TI, but the payoff has been tremendous!

**Achievement Matters:** We added several new members this month who enjoyed seeing their names added to our Club wall. They were also very excited to see when they would graduate from college! This group is doing really well, especially during Power Hour (homework help). Most of the members in Achievement Matters attend John Muir Elementary School and we are really looking forward to renewing that partnership in order to better support them academically and behaviorally.

**Critterfill!!:** Our bearded dragon lizard is doing really well! The members enjoy watching him eat his crickets and soak in his water dish. They enjoyed learning that the light bulb he uses to warm himself up also helps him metabolize vitamins, just like the sun does for us! Bri especially enjoys watching the lizard and taking care of him. She is very careful with him when we take him out to pet him and makes sure all the other members are too! She loves to tell all the other members all about "Speedy" and how he is a reptile and what that means and what the hydrometer and thermometer in his tank measure.

### Health & Fitness Programs

**Dance:** In Dance I've really seen a big difference in all the members' attitudes. Members that did not get along or would pick on each other now get along now. Members who have never danced before are dancing like there is no tomorrow. This is a great life skill and I see how members have a new confidence in everything I see them do. For example their work, they're helping more, they're taking initiative, I see more smiles, they not afraid to just be them anymore, and they're really just developing in our eyes here.

It's been great teaching this past month and all their hard work finally paid off. This month the dance group competed in and won RTC talent show. It was so exciting to see how eager and supportive of one another they were. They were so excited and just happy that their hard work paid off. To prepare them we did different things. We had our fitness workouts using the Wii Dance Workout Golds Gym and that helped a lot with loosening them up and getting their whole body moving. Now that everyone has seen the finished product I'm pretty sure I will have a lot of new sign ups joining because it's not about where we're going it's about where we are now!!

Also what made me proud was the support from not only their parents but from their teachers. It really showed that from a collaborative effort and dedication, all our hard work paid off.



### Athletic:

**Flag Football:** Football has been wonderful and the entire team practices once a week on the play ground before and after power hour. We have a Jr League as well as the 9-12 leagues. The teams are excited and participate as often as possible.

**Games Room:** Games room has transformed to a ping pong Table zone. The members love this game with a passion now. So this entire month has been Tournaments involving ping pong. The younger members have even gotten a lot better over the weeks gone pass. They've learned how to hit, slam and even spin serve. Most of the members keep score or referee the table to make sure no one cheats. This is definitely a game I would like to make club wide in the summer.

### Teen Leadership:

The Keystone group has been actively working towards a gold level chartering. The group will be currently collaborating with our sister clubhouse Tenderloin to create a Keystone National Project. In conjunction to that, the group has been actively selling snacks and food to youth to reach the Keystone fundraising goal for the year.

# Addendum C - Continued from page 1

In response to previous requests from residents:

- ◆ Representatives from OEWD were in attendance at the Tuesday session to help answer questions.
- ◆ JSCo provided red-lined versions of the lease, and a summary of the changes, making it easier to understand the changes
- ◆ Spanish language translation was provided with help from Catholic Charities and Good Neighbors at the Tuesday meeting
- ◆ Translation was available for Spanish, Cantonese, and Korean at the Saturday meeting.

Not requested, but greatly appreciated, was that JSCo posted the documents related to Addendum C to their website ([www.thevillagesattreasureisland.com](http://www.thevillagesattreasureisland.com))

JSCo is not a usual landlord in that they are managing property for the City through a sub-lease with the Treasure Island Development Authority, who in turn has a master lease with the Navy to manage the islands until such time as property is transferred and redevelopment occurs. Thus the involvement of multiple agencies, etc.

Within Addendum C, JSCo clarified that while all residential leases for the Villages are on a month-to-month basis, rents will only be increased once a year, and no greater than the amount allowable under the San Francisco Rent Control Board Ordinance. Addendum C also provides when children reach the age of majority (18 y.o.) they will need to be added to the lease, however the usual background and credit checks will not be required.

As a follow up, some attendees recommended that a document be created which would allow 18+ to be on the lease, but which would put all financial burden on the parent(s).

In Section XXII, Acknowledgement of inapplicability of the SF Residential Stabilization and Arbitration Ordinance No. 276-79, three new causes for eviction are outlined (number 7, 8 and 9). The following section is broken down into the actual wording from the document, some concerns voiced by residents, and responses given by OEWD at the March 13<sup>th</sup> meeting.

## Number 7

**Wording from the document:** Lessee fails to sign a new Rental Agreement for the premises or for a temporary rental unit or a Transition Unit or fails to sign any Addendums including, but not limited to, an Addendum for a temporary rental unit; provided, that the Rental Agreement and/or Addendum is substantially similar to the Rental Agreement or Addendum in effect at that time and, conforms, to the extent applicable, with Sections IV.B and/or V.F of the Transition Housing Rules and Regulations;

**Concerns raised:** What procedures will there be to resolve potential disputes on whether a proposed lease, addendum or rental agreement is "substantially similar", and to whom can residents appeal decisions to?

**OEWD Response:** Staff agreed to take the comment into consideration and make a recommendation to the TIDA Board at their April 11<sup>th</sup> meeting.

## Number 8

**Wording from the document:** A Federal, State or Local governmental entity or department has determined that the premises or the Project grounds pose a health or safety risk to Tenant or other residents and requires evacuation of the premises;

**Concerns raised:** Residents could lose their rights to transition housing benefits under the Transition Housing Rules and Regulations adopted by the Treasure Island Development Authority on April 23, 2011, if JSCo, or any other agency does something or fails to do something under the control of the landlord. This could be something such as an inability to provide water or heat to a unit, or if construction kicks up pollutants that make a unit uninhabitable. Because there are fewer units in stock, it might not be feasible to move a resident to an unaffected unit - however, the transition plan requires that you stay on the islands in order to be eligible for transition benefits.

**Reply from OEWD:** Staff agreed to take the comment into consideration and make a recommendation to the TIDA Board at their April 11<sup>th</sup> meeting.

## Number 9

**Wording from the document:** For the grounds specified in Section XII.A of the Transition Housing Rules and Regulations adopted by the Treasure Island Development Authority on April 23, 2011, as amended from time to time.

**Concerns Raised:** There is a concern that some language in the "Transition Housing Rules and Regulations" may be misconstrued to negate all the protections in the original lease

**Reply from OEWD:** Staff explained this was not the intent, as the language in the Transition Housing Rules and Regulations was drafted prior to the current language in Addendum C. Staff agreed to take the comment into consideration and make a recommendation to the TIDA Board at their April 11<sup>th</sup> meeting.

Finally, much work has been done to address the concerns of residents regarding the proposed lease addendum. But none of this would have happened if concerned residents didn't speak up. JSCo had indicated they would be distributing a final document on or around April 1st, but the latest indications are that this will most likely be delayed as the OEWD, JSCo, and TIDA review the concerns above and seek to address them.

An important thing to take away from all of the concerns raised over the lifetime of this issue is that all of us, as individuals, must stay aware of, and be ready to respond to, the conditions under which we live during the transition from interim use to redevelopment of the islands





## BRIDGE NEWS

**CABLE INSTALLATION HITS 100 STRAND MARK— WORK SCHEDULED FOR COMPLETION BY MID-APRIL** One hundred strands of the Self-Anchored Suspension Span's single main cable have been hauled into place by mid-March. With only 37 more strands, each comprised of 127 steel wires, the work to install the individual strands is expected to be completed by mid-April.

Once the cable installation is completed, workers will begin the compaction process. As all of this work is visible from the existing bridge, motorists are urged to drive safely and keep their eyes on the road.

To safely view the progress please visit the new interpretive display located on Treasure Island and the live construction cameras online. Visit [BayBridgeInfo.org](http://BayBridgeInfo.org) for a map to the display and links to the cameras.

**YBITS WESTBOUND DECKS COMPLETE** Workers completed principal construction of the Yerba Buena Island Transition Structure (YBITS) westbound roadway in March 2012. YBITS will connect the Self-Anchored Suspension Span to Yerba Buena Island, and will transition the new East Span's side-by-side road decks to the upper and lower decks of the YBI tunnel and West Span. The eastbound deck is scheduled for completion later this year. To find out more, visit [BayBridgeInfo.org/projects/ybi-transition](http://BayBridgeInfo.org/projects/ybi-transition).

**THE MANY FIRSTS OF THE BAY BRIDGE** - The San Francisco-Oakland Bay Bridge has a long record of engineering marvels and firsts. At the time it was built, the Bay Bridge was the longest bridge in the world at 8 miles long. The center anchorage of the West Span was larger than any building in San Francisco at the time, and had more concrete than the Empire State Building! The tunnel through Yerba Buena Island was the largest bore tunnel in the world and remains so to this day. The new East Span continues the tradition of raising bridge building to new heights. The Self-Anchored Suspension is the largest bridge of its kind anywhere in world (2,047 feet).

To read more about the innovative history of the original bridge and the history we are making visit [BayBridgeInfo.org](http://BayBridgeInfo.org).



## BLACK HISTORY MONTH CELEBRATIONS CONNECT CULTURALLY



On February 29, TUCC's Diversity Assembly celebrated African American history. The festivities kicked off with a delicious meal prepared by Basic Culinary Instructor "Bountiful" Barbara Joyner & Cafeteria Manager "Ravishing" Ray Galicia. Even more exciting, complementing the meal were mustard greens harvested by Culinary Basic students from our very own organic garden. So scrumptious was the feast that student Lindsay Jager declared "this is the best meal I ever tasted!"

After sampling delicious ethnic dishes drawn from the rich African American heritage, students and staff participated in an illuminating Diversity Assembly - **Our Amazing Journey - from Africa to the White House**.



Diversity Coordinator Betty Wong: "Throughout the month of February, over 100 students and staff met regularly to produce an African American focused special lunch meal and to create an incredible program on Black History. On the day of the assembly, our multi-cultural audience attentively participated by listening and taking to heart what the speakers spoke of and the meaning of the dances, poetry and songs which were performed

The Center's sincere thanks go to our guest participants Dawnita, Cole, Grant, Elanor and Chaney for their participation. In particular, I want to acknowledge Ms. Nadine Burnside, whose vision for the program and leadership in every aspect of the program made it a spectacular presentation of Black History. The program's ability to express the complexities of Black History, including celebration, struggle, victory, perseverance, pride and the continued fight against institutional barriers. Our guest and staff participation helped to deepen the ability of our students to express who they are."



## Residents report—continued from page 5

I also want to thank Dan Stone for coming to the General Community meeting and, to say to him: that you are a true Mensch Dan, I am sure that you risked the wrath of your bosses, however, you decided that you too belonged to this community and that the right and decent and caring thing to do was say to us that you messed up and were going to fix it. Thank you for that act of grace.

Today we will be voting for the next GN Board, and I want to say this; we are making great strides as a community and we need to elect people who will represent all of us, and who are willing to give up some of their time and energies to continue the work that this and past Boards have done. We need people who will be representative of and will work for the best interests of this community, who will continue the traditions of respect care and concern, who will keep the trust of the board and not cause embarrassment or distress to this organization or its members. And if we elect people like this to our board we will move from strength to strength, and we will continue to bring our friends and neighbors closer together and we will truly become Good Neighbors. Thank you.

## SECRETARYS REPORT 2011-2012

Presented by Mark Connors at the annual meeting.

April of 2011 to February 2012 was a time of progress for the Islands

### Progress

- ◆ We saw great progress made on the Self-Anchored Suspension Span of the bay bridge which is scheduled to be completed next year.
- ◆ Treasure Island Job Corps rose in rank among all Job Corps facilities in the U.S., going from a ranking in the high double digits to being number one – and we have seen a change in the students and the impact they have on the Island.
- ◆ On April 19, after more than 10 years of meetings, presentations, reviews, and comment periods, the TI/YBI Citizens' Advisory Board (CAB) to the Treasure Island Development Authority (TIDA) voted to recommend that the TIDA Board approve final transaction and entitlement documents (plan documents) created by the Office of Economic and Workforce Development to move the project forward.
- ◆ On July 14, 2011, the "Disposition and Development agreement" (the DDA) between TIDA and the Treasure Island Community Development LLC was put into affect. This was a very major and significant milestone for the Islands. Those legally on the lease prior to that date are eligible for benefits per the redevelopment transition plan; those that are added after that date are not.

### Quality of Life

- ◆ We published our first "Treasure Island Quality of Life Report" which provides residents, organizations, and city government a unique opportunity to understand our community better. We are currently working on the 2011 report.
- ◆ Crimes were lower over the previous years, and we have started working on establishing "Community Watch" with some of the agencies and housing providers.
- ◆ We saw the inspiring "bliss dance" statue installed on the great lawn. This has become a tourist attraction and a point of pride for island residents.
- ◆ Treasure Island Flea – a very successful and energetic flea market came to the island, bringing many new visitors and giving residents a fun event we can all attend on the island.
- ◆ We had our 4th "Island cleanup" with TIDA, Good Neighbors, Goodwill, Recology, and SF Environment giving residents an opportunity to do their Spring Cleaning, albeit in June!
- ◆ Green Bins came to the Island for the purpose of composting. These bins redirect organic waste from landfills.
- ◆ SFPD, Good Neighbors, TIDA, Catholic Charities, SFSafe sponsored our third annual National Night Out event promoting community safety.
- ◆ Navy Cleanup of the island continued throughout the year.
- ◆ TIHDI honored Good Neighbors Board members Nella Goncalves and Mark Connors for their contributions to the Island communities.

### Events

- ◆ In April, 2011 seven traditional Polynesian ocean-going canoes (vakas) set sail across the Pacific Ocean on a historic expedition and came to raise awareness of environmental issues that are affecting the ocean. They arrived in August, having traveled 15,000 miles to get here.
- ◆ The Dragon Boat Festival returned to the Island. Every year hundreds of dragon boat teams compete in races in Clipper Cove. It's a great event that everyone should try to visit at least once.
- ◆ Good Neighbors hosted a back-to-school community festival in August – and on Saturday, Oct. 15th - International Community Pot Luck.
- ◆ 3rd Annual Treasure Island Christmas Caroling
- ◆ Fleet week, Oracle World, Treasure Island Music Festival, sporting events

### Opportunities for residents

- ◆ TIHDI provided a number of educational opportunities regarding finances and computer use. Tax preparation services were again offered.
- ◆ YMCA offered a number of new healthy activities on the Island and spearheaded a very successful Halloween party of Island youth.

## YBI NATURE NOTES— PHACELIA, FUNGUS AND FIESTA FLOWER

Photos and Text by Ruth Gravanis

April is a good time to see one of YBI's most special species – the cheerful lavender-blue **Fiesta Flower**. This multi-branching plant is believed to have gotten its common name from its use, especially by young women, in festivals such as quinceañeras (15<sup>th</sup> birthday celebrations). The little hairs and bristles all over the leaves and stems make it stick nicely to hair and clothing for an easy and festive decoration.

What makes it so special here is that YBI is now the only place in SF County where the Fiesta Flower naturally occurs. Although the plant at one time grew in mainland SF and in San Mateo County, it has been extirpated from those places, meaning that it can no longer be found there. (Extirpated is not the same as extinct; an extirpated species can be reintroduced once the right conditions are restored. Extinct is forever.)

There are only a few populations of Fiesta Flower on YBI, and it's very important to protect them, not only for the integrity of YBI's ecosystem and for our enjoyment, but also as a seed source for reintroduction efforts on the mainland.

An annual plant, Fiesta Flower dies back and goes to seed every summer – the Martian-looking seed capsules hanging from dry, bristly stems before the plant disappears entirely. Assuming that our wet-winter, dry-summer climate persists into the future, new seedlings, with their deeply lobed foliage, will appear in winter.

Another YBI plant covered with bristly hairs is one you do not want to touch – the lovely **Stinging Phacelia**. (The species name, "malvifolia," gives a hint of its personality.) The bulbous base of each hair produces a skin irritant that is highly annoying but not serious. As bothersome as it may be to us, it's an important nectar source for our native pollinators. There is also a non-stinging species of Phacelia on YBI.

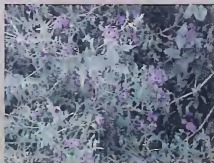
Phacelia, like Fiesta Flower, is an annual. YBI also supports many species of perennial plants, the ones that live for several years. YBI perennials include bush lupine, hazelnut, coyote bush, coastal sage, oso berry, elderberry, red-flowering currant and many others, as well as a number of kinds of trees, of course.



The distinctive leaves of Fiesta Flower seedlings, growing here with California Blackberry



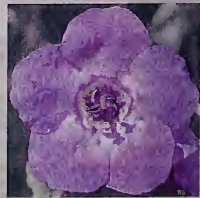
Fiesta Flower and bud. Note the bristly hairs on the stems, leaves, and sepals.



Fiesta Flowers sometimes grow in a tangle with other plants.



A curtain of seed capsules on dried stems festoons this Coast Live Oak.



Fiesta Flower  
(*Phollstoma auritum*) close up



The bristly inflorescences (flower clusters) of Phacelia tend to grow on a curving or coiling stem



A native bumblebee gathering Phacelia pollen. Note the orange pollen sac on the bee's leg.



Look at, but don't touch, the Stinging Phacelia (*Phacelia malvifolia*).

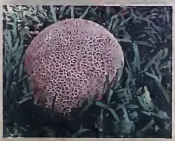
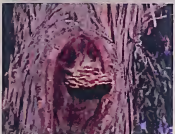
Evidently, the March Nature Notes column generated speculation about what kind of mushroom the writer might have been consuming at the time. The possibilities are many, as YBI supports a wealth of fungus species, some of which produce mushrooms as their fruiting bodies. Typical true mushrooms have umbrella- or dome-shaped caps with spore-producing gills on their undersides. The mushrooms are only part of a larger, often invisible, fungal organism.



While some fungi (more than one fungus) are parasitic and can harm living plants and animals, many play a vital role in the ecosystem by aiding in the decomposition of dead things and returning their nutrients to the soil. Some fungi are also useful to living plants - by attaching themselves to roots, mycorrhizal fungi help a majority of plants (including trees) obtain the water and nutrients they need from the soil. Fungi are not plants; they do not produce chlorophyll and therefore cannot carry out photosynthesis. Fungi reproduce by releasing spores into the air, where the wind carries them off to start the next generation.

"Toadstool" is not a technical term. It usually means a poisonous mushroom.

All the fungus photos shown here were taken on YBI. As to which may have influenced the previous Nature Notes article, you'll have to ask the leprechauns. But seriously folks, do not sample any of YBI's mushrooms!



## You're invited

Yerba Buena Island Nature Walk

Saturday, April 14, 2012, 9:30 am - noon

TI and YBI residents are invited to join Golden Gate Naturefest for a lively, somewhat strenuous walking tour of some little-known remnants of indigenous Bay Area ecosystems right in the middle of San Francisco Bay. We'll discuss the natural history of the island and its restoration needs while observing vegetation, critters, geologic features, cultural landmarks, and great vistas. This trip is for folks in good physical condition; there are lots of stairs and steep, uphill, un-maintained trails. No dogs, please.

Islanders meet us at 9:30 at the Clipper Cove Picnic Area off Treasure Island Road near Macalla Road. Wear sturdy shoes and be prepared for variable weather. Consider bringing binoculars, cameras, snacks and liquids.

For more information about Golden Gate Naturefest, a citywide celebration of San Francisco's natural history, go to: <http://treesfrogtreks.com/programs/goldengatenaturefest.htm>

For the YBI walk only, don't worry about the complicated reservation system.

Space is limited though, so reserve your spot by sending an email to [gravanis@earthlink.net](mailto:gravanis@earthlink.net). There is no fee, but donations will be appreciatively accepted.

Expect to see the Fiesta Flower, which no longer occurs naturally anywhere else in SF County. Also some Seaside Daisy, Morning Glory, Elderberry, Monkey Flower, Hazelnut, Bush Lupine and many other indigenous flowering plants.



## Peace of Mind?



Get an ADT security system with **FREE** installation & activation.

*You may also get a discount on your renter's insurance.*

Costs are a \$50/year alarm license\* to City of San Francisco and \$43/month to ADT for the standard system.

You get: Keypad, 2 door/window sensors, 1 motion detector, 1 remote control, indoor audible alarm, 2-way voice communication, Smartphone, 24-hour battery backup, yard signs and window decals.

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\* Pro-rated by quarter if you buy after March.

## Worth Every Penny.



## UPDATE ON THE NAVY CLEANUP PROGRAM

By Jim Sullivan, Navy BRAC Program Management Office, West

The Navy and their contractors continue investigation and environmental cleanup at locations on Treasure Island.

**Cleanup Work Resumes at Site 31 Former South Storage Area and Building 233:** The Navy and their contractor Shaw Environmental Inc. resumed work in February 2012 at Site 31 at 11<sup>th</sup> Street and Avenue E, and at Building 233 at 3<sup>rd</sup> Street and Avenue M. Field work is expected to be completed by late Summer/early Fall 2012.

**Cleanup Work Begins at Site 33:** The Navy and Shaw also began field work in February 2012 at Site 33, located at 3<sup>rd</sup> Street and Avenue H. The work will consist of soil excavation similar to the excavation at Site 31. Field work is expected to be completed by late Summer/early Fall 2012.

**Site 12 Westside Drive/Lester Court:** The Navy is making plans to complete the excavation work on the west side of the TI housing area. We will keep the residents informed of the schedule.

**Site 12 Bigelow Court:** The Navy is preparing plans for soil excavation at Bigelow Court, within the existing fenced area. Field work is expected to begin in Summer 2012.

**Perimeter Road/Path:** Due to ongoing Navy cleanup work, two sections of the Perimeter Path remain closed until cleanup work is complete. The Perimeter Path is open to foot traffic from the south to the Westside Drive/Lester Court excavation, where it is then fenced off. The path is open to foot traffic north of Lester Court and east all the way to Avenue M including the boat ramp area.

**Restoration Advisory Board Meeting:** You can also attend the Restoration Advisory Board (RAB) meetings to get updates on Navy cleanup projects at TI and YBI. All RAB meetings are public meetings. Everyone is welcome. The next RAB meeting (No. 159) is Tuesday April 17<sup>th</sup> at 7:00 pm at the Casa de la Vista. Included in the April meeting agenda will be a presentation on "what is radiation?" to provide a background for the work being conducted on the island.

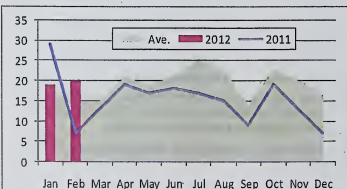
**Where You Can Get More Information:** Copies of documents are available for review at the Information Repositories at: San Francisco Public Library, Government Publications Section, 100 Larkin Street, San Francisco, California, (415) 557-4400 and the Navy BRAC Caretaker Site Office, 410 Palm Ave, Building 1, Room 161 on Treasure Island, (415) 743-4729. Select documents are also available on the Navy's website, including the December 2011 Site Management Plan (SMP), which provides descriptions and schedules for all the environmental sites.

If you have any comments or questions, please contact James Sullivan at (619) 532-0966 or send an e-mail to [james.b.sullivan2@navy.mil](mailto:james.b.sullivan2@navy.mil).



A worker conducts a radiological gamma walkover survey (GWS) of the ground surface under former Building 233. The concrete blocks were part of the building foundation and will be removed during the Building 233 project.

## CRIME REPORTS



Crime reports increased in February over the historical trend. In the chart to the left, the green background shows the average number of calls for service that resulted in a police report being filed. This reflects data collected since 2006, is a moving average, and shows the cyclical nature of crime on the Islands (and in many parts of the city).

The red bars will show the same information as it plays out month by month throughout 2012. The blue line shows last year's reports. In short, though the data is preliminary it indicates a rise in crime over last year.

We know that much crime on TI/YBI is crime of opportunity. Keep your doors and windows locked (even the upstairs) and its best to keep valuable items out of view of open window.

# Free Credit Workshop

## How Credit Worthy Are You?

Come find out...

Wednesday, April 11, 2012

6 pm - 8 pm


**Facilitators:**

**Otis Ward**

**Tyrone Owens**

- Establishing credit
- Credit Scores
- Identity Theft

**Food will be Provided!**



Please call or email Sherryl or Lani if you are interested in attending this workshop.

(415) 986-4810 or [smorris@tihdi.org](mailto:smorris@tihdi.org) or [lhanson@tihdi.org](mailto:lhanson@tihdi.org).

### "Steps to Financial Success"

We are committed to helping you overcome financial setbacks and misconceptions of money management through a series of financial education and credit counseling workshops. Come join us at this workshop to learn more about your financial future.

BAC 1 Avenue of the Palms, San Francisco, CA 94130



## Sad Day—continued from page 1

Over seven years and with the help of Marianne, Good Neighbors and its members have evolved into a viable community organization. Good Neighbors has bridged the divide, identified issues on the island via our Quality of Life surveys, reduced crime and created *Treasure Island News*, a community member driven newsletter. While the newsletter was a Good Neighbors idea, it was supported and co-written with Marianne. There were countless late night e-mails from her suggesting or sending me contact for the newsletter.

It wasn't always easy. At times we did not agree on the best methods or approach to achieving our goals, but that never stopped us. We always worked to an achievable middle. It was a give-and-take on both sides. I think it was easy to get to the middle because there was never a question about her integrity, nor about her belief in the community. It wasn't just a job for her.

I want to thank Marianne for her seven years of service not only to the Redevelopment, but also to the residents of Treasure Island. While I support Marianne in everything she does, the island will be a much poorer place with her absence.

A friend of mine told once said that there are two types of people. Yes people, and No people. Marianne is a YES person and has always sought to advocate for the current community but equally for the redevelopment. She sees no conflict between the interests of the two, and indeed has a knack for finding synergy where others would seek dominance or oppression. She wasn't afraid to challenge others in their beliefs or standards.

Where some officials do not return emails or phone calls, Marianne always returned them, and it is well known that she took resident phone calls at all hours of the night.

She never viewed the community as a job, but rather as friends. Where some would pass the buck, she was always ready to get into the details of a situation – even if they were not hers to solve. When a community member was suffering – she would show up and offer help. If you ever had the chance to walk through the residential area with her, you would know that she knows most of the kids by name. Likewise she knows the parents, too, by name, and she knows who they are, and what their challenges are.

This is a sad day for the island, for the redevelopment, and for me. It is important for as a community to acknowledge those in our lives that make a difference -

Marianne, Thank you for all you have done.

To report a crime  
always call the police first!

For Emergencies or crimes in progress dial 9-1-1  
(from a cell dial 415 553-8090)

## BUDGET TOWN MEETING

On Thursday, March 29th Mayor Ed Lee, Supervisor Christina Olague (District 5) and Supervisor Jane Kim (District 6) hosted a joint community meeting to discuss the city budget and to get feedback regarding priorities and ideas. Many city department heads as well as residents of both districts were present.

The meeting was open to all interested parties, and Treasure Island was well represented by residents and agencies, including Nella Gonçalves of Catholic Charities, Lavina DeSilva and Pat Zamora of the Boys and Girls Club, and Mark Connors and Seanda Conley of Good Neighbors (actually, all the adults in attendance are also members of Good Neighbors). In addition, several youth were also present and participated in the meeting.



Ashanti, a Treasure Island resident and intern in Supervisor Kim's office, spoke out on the concerns of youth in general, and made a request for more police presence and better lighting on the island.

And Vonya, the youngest delegate from Treasure Island Boys and Girls club spoke of her life on the island and the needs of the Boys and Girls Club.

## Other issues raised:

- ◆ The need for more funding for youth activities, including the Boys & Girls Club, the Treasure Island Child Care Center, and programs for independent youth, specifically teens and young adults not affiliated with on island programs and have nothing to do.
- ◆ The need for more police
- ◆ The need for a grocery store as we live in a food desert
- ◆ Treasure Island has a substantial population of dual diagnosed residents but need more local services.
- ◆ Repair of bus shelters and potholes/damaged roads in the residential area.
- ◆ A general focus on the residential part of the islands

Secretaries Report continued from page 8

#### Areas of Concern

- JSCo has decided to stop circulating **Treasure Island News** to its residents.
- Residents raised concern over a new lease the JSCo tried to implement. A group of residents spontaneously stood up and took action, raising awareness with the TIDA Board and the Mayors office. The changes were put on hold and we are waiting to learn of the final changes. Next TIDA Board meeting is on March 14th – residents are encouraged to attend.
- Had a number of power outages
- TI Wireless has suffered from connectivity and signal strength issues making it not useable by many residents. Good Neighbors launched a petition to improve TI Wireless on the Island. A representative from the Dept. of Technology will be working to improve the service and will give a report back at each bi-monthly community meeting.
- A number of special events cause traffic problems, bus route changes, and annoyance to some residents.

#### Miscellaneous

- Mayor Ed Lee appointed a new city administrator – Naomi Kelly. One of the areas she manages is Treasure Island.

B&G Club continued from page 6

**Teen Youth of the Month (Teen Center):** Sahnjae Oliver: for his respect, initiative, consistency, willingness to do anything and everything to support the youth, programs and the Keystone groups. Sahnjae has stepped up and a leader and as a peer mentor.

#### Calling on all Treasure Island Residents:

We are looking for volunteers to tutor our youth ages 6-18 years of age. Volunteers must go through a volunteer screening process. If you are interested please contact: Erica Perez, Volunteer & Corporate Outreach Manager, 445-5482 or email [eperez@kidsclub.org](mailto:eperez@kidsclub.org). Please check out our website at [www.kidsclub.org](http://www.kidsclub.org)

Summer at Camp Mendocino – more info at [www.Campendocino.org](http://www.Campendocino.org) or call Lavina DeSilva, Club Director at 693-0264

**Jane Kim**

DISTRICT 8 SUPERVISOR



Visit Supervisor Kim's webpage at  
[www.sfbos.org](http://www.sfbos.org)

The Mobile Outreach Services of the San Francisco Public Library  
announces

## Treasure Island Bookmobile

**SAME NEW  
Location Hours**

**ONE MORE Day**

Beginning in February, 2012



In February, the Treasure Island Bookmobile will be open for service on Mondays and Thursdays. Same location, one more day, new hours!

**NEW Schedule**  
Mondays, 10 a.m. to 1 p.m.  
Thursdays, 2-6 p.m.

## Need more money?

Get paid to learn about money!



GAME THEORY  
ACADEMY

Game Theory Academy teaches a class about money. You'll learn how the economy works and how you can have more control over how you earn, spend and save your money.

Earn up to \$150 if you attend all 10 sessions

JOIN OUR SPRING CLASS

Mondays from 4pm- 6pm beginning April 9, 2012

Where: Conscious Youth Media Crew in San Francisco/SOMA

\*\*For youth ages 16-22 years\*\*

**MUST CALL IN ADVANCE TO RESERVE YOUR SPOT!**

Call Dillon: (510) 463-4043

Email: [dillon@gametheoryacademy.org](mailto:dillon@gametheoryacademy.org)

We're on the web!  
[www.TreasureIslandSF.org](http://www.TreasureIslandSF.org)

## HOW TO SUBSCRIBE

Anyone can subscribe to this  
 FREE newsletter by sending your  
 request to:

[Good\\_Neighbors@comcast.net](mailto:Good_Neighbors@comcast.net)

Please encourage your  
 housemates, neighbors, and  
 others interested in Treasure  
 Island to sign up.

The Villages at Treasure Island is  
 no longer forwarding TI News to  
 its residents. Please, sign up  
 today!



Next Quarterly Meeting

Saturday, July 14  
 Shipshape  
 11 am-1 pm

Call (415) 520-6653

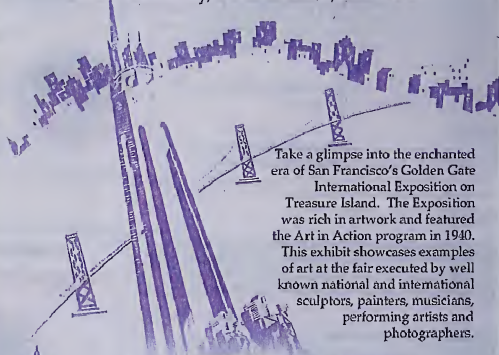
The San Francisco Public Library in association with  
 the Treasure Island Museum Association presents

# THE MAGIC CITY

TREASURES FROM SAN FRANCISCO'S GOLDEN GATE

INTERNATIONAL EXPOSITION 1939-1940

Exhibit - March 24 through June 3, 2012  
 at the Main Library, Larkin at Grove, Sixth Floor



Take a glimpse into the enchanted  
 era of San Francisco's Golden Gate  
 International Exposition on  
 Treasure Island. The Exposition  
 was rich in artwork and featured  
 the Art in Action program in 1940.  
 This exhibit showcases examples  
 of art at the fair executed by well  
 known national and international  
 sculptors, painters, musicians,  
 performing artists and  
 photographers.



For more  
 information  
 scan  
 this code  
 or visit



[TreasureIslandMuseum.org](http://TreasureIslandMuseum.org)

All programs at  
 the library are free.



San Francisco Public Library  
 (415) 557-4277 [sfppl.org](http://sfppl.org)

TREASURE  
 ISLAND  
 FLEA



Next Dates:  
 When:  
 Where:

April 28 + 29  
 9 am-4 pm  
 The Great Lawn—Treasure Island  
 Dogs are WELCOME.

Visit [www.TreasureIslandFlea.com](http://www.TreasureIslandFlea.com) for more information.

# THE TREASURE TROVE



TREASURE ISLAND JOB CORPS CENTER • WEEKLY UPDATE

03/16/12

## THIS WEEK

- Career Corner-Opportunity Knocks
- Certified Medical Assistant Class Visits the Elderly of Daly City
- Treasure Island Job Corps Culinary Students "Make their Mark"
- Dorm of the Month Celebration Cookout
- HEALS—Healthy Eating & Active Lifestyles: Biking for your Body
- Fait Accompli from Farm Club President & Advanced Culinary Completer, Seth Pickens
- Welcome New Students
- Successful Student Transitions
- ASVAB Testing Announcement
- Spectacular Student Scores
- Safety Officer Alex Wong's Tip of the Week
- Adams Family Fables

## CAREER CORNER: OPPORTUNITY KNOCKS!

### Corporate Vacancies

- Columbia, MD – Corporate Purchasing Coordinator
- Columbia, MD – Technical Assistance Manager- Student Management
- Columbia, MD – Corporate HR Manager
- Columbia, MD – Corporate Benefits Coordinator

### Other Centers' Management Vacancies

- Atterbury – Finance & Administration Director, Associate F&A Director, Social Development Director, Social Development Manager, Deputy Center Director

### Exeler – IT Manager

- Gadsden – Social Development Director
- Glenmont – Center Director, Maintenance Manager
- Grafton – Center Shift Manager
- Joliet – Record Manager
- Little Rock – Deputy Center Director, Dorm Supervisor
- Red Rock – Food Services Manager
- Shriver – JONE
- Woodland – Dorm Supervisor
- Woodstock – Wellness Manager, Associate F&A Director

### TUCC Vacancies

- LVN/Disability Coordinator
- Safety/Security Advisor
- CTT Instructor – Advanced Culinary
- Lead CTT Instructor – Security/MILCAP
- Residential Coordinator
- Residential Advisor
- WBL Advisor
- Part-time Recreation Advisor
- CS/O Supervisor (3/26/12)
- Counselor

If you are interested in any of these positions, please contact the Treasure Island Center HR Manager, Ms. Anny Fong, at 415-217-7984 or [fong.anny@jobcorps.org](mailto:fong.anny@jobcorps.org) for assistance with the application process.



New Hire Orientation (NHO) is scheduled on every 1st and 2nd Thursday of the month in the HR Training Room. All TJCC employees must complete NHO within 90 days from their date of hire. If you have any questions or require assistance, please contact Ms. Anny Fong, HR Manager, at 415-217-7984 or [fong.anny@jobcorps.org](mailto:fong.anny@jobcorps.org).

## CERTIFIED MEDICAL ASSISTANT CLASS VISITS THE ELDERLY OF DALY CITY



On March 8, the CMA (Certified Medical Assistant) Class visited the Mission Villa Elderly Care Center. The center is home to elderly citizens who have mild to extreme dementia and Alzheimer's disease. The visit served a two-fold purpose: as a way for the CMA's to give back to the San Francisco community and experience firsthand what goes into working at a senior care center. The CMA students toured the facility and were shown the routines of daily care and medication administration. After a short lunch, the students were then able to visit and interact with the residents. Students conversed, played games, and watched the residents' favorite television shows. Trainee Jamie Medley said, "I thought it was a great learning experience...it was great to spend time with and give back to the elders of our community." This was the first visit of many to the surrounding community involving the CMA trade. Next is a stop at the Mills College Medical Simulation Lab in Oakland. The CMA trade is also preparing for the inaugural TJCC Health Fair, taking place on April 6, 2012.

For more information, please stop a CMA student and ask!!

-Doug Jones, CMA Instructor



(800) 733-JOBS • <http://www.treasureisland.jobcorps.gov>





03/16/12

## TREASURE ISLAND JOB CORPS CULINARY STUDENTS "MAKE THEIR MARK"

In February, the Westin St. Francis asked Chef Huber to provide three of our best students to work at the Starwood 2012 Sales and Operations Kick-Off meeting called "MAKE YOUR MARK." Starwood Hotels and Resorts is a worldwide collection of hotel properties associated with brands such as, *Westin, Sheraton, St. Regis, Meridian, and W.*

Treasure Island students, **Alex Makell, Jonathan Thierry, and Ana Martinez** were chosen to assist with this prestigious event. The students worked with several executive chefs from Starwood's finest hotel kitchens providing prep assistance during the first in a series of cooking contests. The contest was held at San Francisco's City Hall where they prepared items such as *Pork Belly Pipettes, Glass Melon, and Radish & Agre Dolce*. Our students worked with **John Heart, Executive Chef at the Westin Seattle**, assisting in preparing *Alaskan Sockeye Salmon Lollipops with Fennel Herb Cured White Balsamic Basil Vinaigrette* and **Frank Belosic, Executive Chef at the Sheraton Phoenix Downtown**, preparing *Bacon Wrapped Arizona Dates filled with Cream Cheese*.



It was a long and tough five days, but all three students agreed that working with such experienced and talented chefs was definitely one of the highlights of their career at Treasure Island. The St. Francis appreciated their hard work and enthusiasm, as well.

PS. Success follows! **Jonathan Thierry** was offered an interview with the chef from the **Westin in Chicago** since leaving Job Corps for Chicago! We wish him the best! ~Chef Huber, Lead Culinary Instructor

## DORM OF THE MONTH CELEBRATION COOKOUT!

Culinary students, staff, and Culinary Manager Chef Charles Fitzgerald put together a delightful BBQ party to celebrate winners of the Dorm of the Month award. The students brought their smiles, hearty appetites and culinary skills to cook burgers, assorted sausages, grilled veggies and delicious ribs. Honey Barbeque anyone? ~Laura Putnam, Residential Living Manager



B  
B  
Q



ADAMS ASSOCIATES, INC.

Adams And Associates Data Integrity - WEBSITE ADDRESS: [adamsintegrityhotline.com](http://adamsintegrityhotline.com).  
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Phone: 888-288-1181 ext 101 Fax: 888-316-8438



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## HEALS—HEALTHY EATING & ACTIVE LIFESTYLES: BIKING FOR YOUR BODY

This month, Treasure Island Job Corps kicks off a **Healthy Eating & Active Lifestyles (HEALS)** effort for both staff and students.

**Carpentry Instructor, Jack Reisner**, also an avid yoga instructor, submitted this article to motivate to MOVE! For more information about HEALS and other ways to engage in healthy lifestyle choices, contact [morgan.geneva@jcbcorps.org](mailto:morgan.geneva@jcbcorps.org).

Riding a bike offers many health benefits including increased cardiovascular fitness, strength, balance, and endurance. In addition, riding a bike is a proven stress releaser, does not harm the environment with polluting exhaust or gas consumed, is convenient and saves money!

**Lawrence Livermore Lab** was kind enough to donate bicycles to our Center which the lab had used for getting around their facility. With a little TLC these bikes can be the "new" vehicle of choice for TI! The Carpentry Program has been using the one they have.



We talk of green, we teach green, and we even try to eat green. Why not put our "greenness" to work. As we continue our training let's not forget to train ourselves to always practice what we teach and be examples of active living lifestyles for the 21<sup>st</sup> century job-ready candidate (and instructor) on the go! ~**Jack Reisner, Carpentry Instructor**

*Next week, SIATech instructor Kevin Jacks shares strategies to manage weight loss and health and fitness via "active lunches!" Lunch on a bike, maybe?!*



## FAIT ACCOMPLI FROM FARM CLUB PRESIDENT & ADVANCED CULINARY COMPLETER—SETH PICKENS

*Outgoing Farm Club Student President and Advanced Culinary student Seth Pickens shares the "fruits" of his labor in service on the farm. The bounty "harvested" includes cutting edge culinary competences and good old fashioned work readiness values.*

*Seth shares his thoughts: "My name is Seth Pickens. I recently completed the Advanced Culinary Program and have a couple of weeks left on center before I graduate from the Treasure Island Job Corps."*

*In the past year since my enrollment in the Advanced Culinary program, I have been an active member of the Farm Club and am currently the Farm Club Student President.*

*The farm, with the guidance of Urban Farm Coordinator, Corey Block, has taught me so much. I have learned a great deal about "farm to table" philosophies; skills I will take with me when I start to build a foundation for myself in the culinary industry.*

*When I exit from the program, not only will I take the knowledge of farm-to-table principles, but I have learned to practice and appreciate good work ethics while working on the farm.*

*The discipline of farm work like weeding, cleaning the chicken coop and planting new seeds has really given me something I can take with me to apply to other parts of my life after Job Corps. I encourage students who have free time to come out to the farm to learn some new things. I also would like to thank Corey Block for the guidance and wisdom she has imparted to me through my work on the farm." ~Seth Pickens, Advanced Culinary completer & Michelle Obama Urban Farm Student President*







03/16/12

## WELCOME OUR NEW STUDENTS



Adrian Beltan, Luavaasiitia Bernard, Jebraun Bryant, Ithiopia Burrell, Jamay Jermany, Michael Jones, Alicia Pierre, Felipe Quintanilla, Halim Rhodes, Cierra Ross, Daniel Saelee, & Rajanee Williams

## SPECTACULAR STUDENT SCORES

This week, these student stars made significant improvements on their TABE scores. Student names in bold scored high enough to join the 600 Club!



Tyriesha Robinson, Octavia Bennett, Terrance Besteda, Jeric Munoz, Jashia Chatman, **Zoie Burchett Bennett**, **Shanequia Shamburger**, **Catya Padilla**, **Mary Meredith**, **Luis Macias**, **Jennifer Nava**, **Lourdes Matute**, **Elfego Perez Aguilar**, & **Danielito Almanza-Almendariz**

## SUCCESSFUL STUDENT TRANSITIONS

*Congratulations*

**Daniel Alas, Cement**, has been working as a Concrete Finisher for **Esquivel Grading & Paving** making **\$18.62 per hour!**

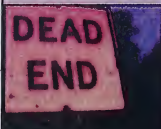
**Brandon Stewart, Electrical**, has been working as a Security Systems Installer for **Applied Video Solutions** making **\$14.00 per hour!**

ASVAB testing  
Tuesday, March  
20th, 2012 in

Building 367, Room 205. Explore your options!

The test begins **PROMPTLY at 8:30am!**

For more information, contact Brian Stott, Career Transition Specialist, Bldg. 367, Rm. 233, 415-277-2328

SAFETY OFFICER ALEX WONG'S  
SAFETY SLOGAN OF THE WEEK

Working without  
safety is a **DEAD  
END** job!





# Adams Family Fables

March 16, 2012

Volume:11 Number: 10



In This Edition:  
Wonderful Words in Will  
County

BCL Blog Blasts Full  
Circle

Woodland's Sizzling  
Story

Ask Roy! March Maple  
Syrup Madness

Upcoming Events:  
May 14-17<sup>th</sup>, Adams  
Student Leadership  
Conference, Columbia,  
MD

## IN THE NEWS – AGAIN!!!

Looks like the Family's "usual suspects" have lined up some positive press once again. Here is a brief run down...

### JOLIET'S FULL COURT PRESS

Joliet's Jill Willmer and Jan Larsen report that the Center has received a flurry of positive press this winter in the *Joliet Herald News*. Although there are too many stories to highlight, the paper has featured stories and photos of students participating in Groundhog Job Shadow and community services activities. Most recently, a nice article was written about the Center's winter commencement with retired Judge Raymond Bolden as guest speaker. At the event, the Joliet Center honored community volunteers Sharon White and Virgil Kemp, Home Goods of Shorewood and Helpers of Mother Earth for their efforts to work with Joliet students on mentoring, tutoring and work-based learning activities.

### WHAT GOES AROUND, COMES AROUND

Glenmont BCL Amy Scharf reports that she recently posted a blog about Security/MILCAP graduate Jonathon Lebron being hired by Securitas Security on the National Job Corps Association blog site. Seems that Securitas Services PR pros picked up the post and sent it out to the entire company as an example of a promising partnership. How did Glenmont find out? The husband of OAJCPP Coordinator Michelle Frohne works for Securitas and forwarded the blog back to Ms. Scharf. Truly a "circle of media life" in the 21<sup>st</sup> century and a worthwhile blog to boot!

### WOODLAND CULINARY COOKS UP MORE PRESS

Woodland's Cole Bistro and Advanced Culinary Arts program keeps generating positive press, this time national in scope. Woodland Advanced Culinary students Richard Williams, Matthew O'Connell, James Allen and Jasmine Burley were recently featured in *Sizzle: the American Culinary Federation Quarterly for Students of Cooking* ([www.acfchefs.org/sizzle](http://www.acfchefs.org/sizzle)). *Sizzle* profiled the Center's program and provided an overview of its partnership with Anne Arundel Community College. Great photos, great story and great food for an excellent program! *Woodland Rocks!!!!*

### ASK ROY

Guy From the North Woods: Hey Roy, this winter weather has sure been crazy.

Roy: That's right woodski, the mix of rain, snow and 90 mile an hour winds truly makes it *March Madness*.

GFTNW: March Madness? Isn't that the term given to woodsmen who run around with pails trying to catch the running sap?

Roy: Well Woodtourney, it sounds like you've spent too much time in the sugar shack, and not enough time cheering for an actual winning college hoops team.





# THE TREASURE TROVE



TREASURE ISLAND JOB CORPS CENTER • WEEKLY UPDATE

03/30/12

## THIS WEEK

- ~Career Corner-Opportunity Knocks
- ~Jamba Juice / Job Corps Partnership at Treasure Island Job Corps
- ~Community Connection: Quarterly Community Relations Council Meeting
- ~Celebrating Women at Treasure Island Job Corps
- ~Welcome New Students
- ~Successful Student Transitions
- ~Spectacular Student Scores
- ~Safety Officer Alex Wong's Tip of the Week
- ~Adams Family Fables

## CAREER CORNER

### OPPORTUNITY KNOCKS!

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- Joliet – Record Manager
- Little Rock – Deputy Center Director, Dorm Supervisor
- Red Rock – Food Services Manager
- Shriver – NONE
- Woodland – Dorm Supervisor
- Woodstock – Wellness Manager, Associate F&A Director

#### TJCC Vacancies

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- Lead CTT Instructor – Security/MILCAP
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- Residential Advisor
- WBL Advisor
- Part-time Recreation Advisor
- Counselor
- Peer Leadership Coordinator

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## JAMBA JUICE / JOB CORPS PARTNERSHIP AT TREASURE ISLAND JOB CORPS



Third from left to right: James D. White, Jamba Juice Chairman & CEO; Jane Oates, DOL Assistant Secretary of ETA; David Miller, Treasure Island Job Corps Center Director; & Brian Daher, DOL Regional Job Corps Director; Kathy Wright, Vice President of Human Resources, Jamba Juice

On Monday, March 26<sup>th</sup>, Treasure Island Job Corps and Jamba Juice formally announced a partnership aimed at paving the way for Job Corps students to gain critical workforce skills to help them succeed in the culinary and food service sectors. Treasure Island Job Corps participants led representatives from offices of local elected officials, community stakeholders, and leadership from the U.S. Department of Labor on a tour of the "Michelle Obama Urban Farm" and participated in a Career Fair with Jamba Juice leadership and corporate executives.

**See more photos on page two!**



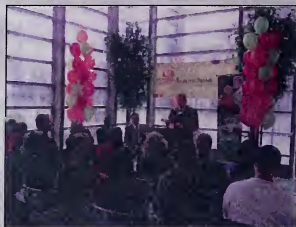
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03/30/12

## JAMBA JUICE & JOB CORPS LAUNCH NEW PARTNERSHIP ~ From Pg 1



**ADAMS**  **ASSOCIATES, INC.**

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Email: [concerns@adamsintegrityhotline.com](mailto:concerns@adamsintegrityhotline.com).

Phone: 888-288-1181 ext 101/Fax 888-316-8438.



(800) 733-JOBS • <http://treasureisland.jobcorps.gov>



## COMMUNITY CONNECTION: TIJCC'S QUARTERLY COMMUNITY RELATIONS COUNCIL MEETING



On March 23<sup>rd</sup>, Treasure Island Job Corps held our **Quarterly Community Relations Council Luncheon**. Approximately 65 guests, both old and new, joined Center Director David Miller to hear "new news" about the Number 1 Job Corps Center and enjoy a gourmet luncheon courtesy of the Treasure Island Job Corps Culinary Program.

We were honored to welcome distinguished guests from the offices of District 6 supervisor Jane Kim, 13th District Assemblyman Tom Ammiano and U.S Senator Barbara Boxer!

Advanced Culinary student **Hannah Goldberg** did us proud by providing a tempting overview of the beautifully appointed banquet buffet!

Guests were treated to an "electrifying" presentation by Electrical trade graduate and Security trade student **Mr. Donny Nichols** who did an AMAZING JOB of sharing the value of Treasure Island Job Corps in his life.

Many thanks to new organizational friends and employer partners who participated including the Institute of the Aging, Triced Recycling, SF Environment, Oakland Workforce Investment Board, Jamba Juice, Scottish Rite Language Center and the Boys & Girls Club!



Stay connected! Join us for the semi-annual Center Industry Council Luncheon in June 2012. For more information, contact Treasure Island Job Corps Business & Community Liaison Director **Wilhelmina Parker** at [parker.wilhelmina@jobcorps.org](mailto:parker.wilhelmina@jobcorps.org)

## CELEBRATING WOMEN AT TREASURE ISLAND JOB CORPS



March is **Female Empowerment Month** and TIJCC celebrated in kind with a Women's Symposium on March 22<sup>nd</sup>. The event was hosted by the TIJCC Women's Program under leadership of **Women's Program Coordinator Patricia Robinson** and was reported to be a powerful day.

Speakers and mentors came together to inspire, galvanize and motivate TIJCC female students to excel. Included among the guest speakers were **Charlet Demers - Education Specialist, TIJCC's very own Wellness Department's Rebecca Andrews - Nurse Practitioner, Lisa Dickerson - Operating Engineer, Margena Wade - CALTRANS Public Information Officer, Joan Throat - Planned Parenthood, Lorena Rosendez - Automotive Specialist, La Casa De La Madre, Karina Laranjeira - Chef Karina & Meg Vasey - Executive Director of TradesWomen Inc.**

The guest speakers led dialogues on a range of powerful topics including Empowered Sexual Health Choices, Resilience in the Face of Adversity, Women Breaking Barriers in the Non-Traditional Trades, and tips to succeed as a female in executive leadership.

Trainees were inspired and walked away...well...

## EMPOWERED WOMEN!

~W.S. Parker, Business Community Liaison  
Director







03/30/12

## WELCOME OUR NEW STUDENTS



Isaiah Benton, Darrell Boykins Jr, Draekar Byrd, Henry Costa, Leah Fairley, Landon Harris, Munir Jamal, James Johnson IV, Ashley Murley, Leon Sheehan, Mary Swisher, & Jacob Tagliaboschi

## SUCCESSFUL STUDENT TRANSITIONS



**Joshua Arnold, Advanced Solar**, has been working as a Maintenance Worker for **Next Step Living Facilities** making **\$14.90 per hour!**

**Gerrah Lampkim, OA** has been taking 15 units at **Laney College!**

## SPECTACULAR STUDENT SCORES

This week, these student stars made significant improvements on their TABE scores. Student names in bold scored high enough to join the 600 Club!



Kyle Davis, Jessica Rojas, Frank Newkirk, **Kaya Edwards**, **Onorata Tagamoa**, **Dejon Rawlins**, **Zanasia Ryan**, & **Jose Martinez Lopez**



**Coming soon:**

**3 bins in Key Locations**



Do you have a QUESTION about WHAT goes WHERE?

Find out at <http://www.sfenvironment.org/>

## SAFETY OFFICER ALEX WONG'S SAFETY SLOGAN OF THE WEEK



**Stay Alive!**  
**Don't Text and Drive!**





# Adams Family Fables

March 30, 2012

Volume:11 Number: 12

In This "Inside  
Baseball" Edition:

Programs, Get Your  
Programs Here

Another "Juice" Story

Ask Roy:

Upcoming Events:  
May 14-17, Adams'  
Student Leadership  
Conference, Columbia

## IT'S ACADEMIC

A flock of *Family* experts gathered in Reno this week to participate in a Workgroup to review, revise and enhance *Adams'* CPP, Education, Training, CTR and CPP programs. Led by Executive VP Susan Larson and Executive Director John Bjerke, the team reviewed on-Center program performance, established Corporate and Center technical assistance priorities and discussed efforts to strengthen Corporate support. Like all good workgroups, much debate was spent on what to name the workgroup and new Corporate structure. Per usual, after a rowdy debate scattered throughout an afternoon, Roy walked in the meeting and said "Programs." Nuff said. From now on, at least for a little while, Mr. Bjerke will lead Adams Programs Team!

## TI HAS THE JUICE

The Treasure Island Center had its day in the sun on Monday, serving as the official host to kick off Jamba Juice's second annual National Hiring Day as part of the Obama Administration's 2012 Summer Jobs+ campaign. Jamba Juice CEO James White, along with Assistant Secretary of Labor Jane Oates, Regional Director Brian Daher, Center Director David Miller and Uncle Roy to name a few, participated at the event. Jamba Juice held similar events at 80 sites with a goal to recruit and hire 2,500 youth this summer. Media coverage of the TI event was picked up by print media across the country, featured in this week's DOL Newsletter, and a ton of television coverage in the Bay Area. Kudos to the TI team, including WBL Supervisor Krista Vendetti, for coordinating this high profile event. <http://www.dol.gov/sec/newsletter/>.

## ASK ROY

Guy from the North Woods: So, Roy, I guess it's pretty tough to improve upon the excitement of the mountain oyster festival at Virginia City last week.

Well, Woodbutt, everyone was quite excited when they heard that you were coming to town. What they didn't know was that you were having some really warm weather in the North Woods and that those Spring days also mean the first opening of the flannel flap.

GFTNW: No one could be more excited than me, Roy. I was the ultimate cool dude in Reno this week.

Well, Woodcrack, as they say....cool is in the eyes of the bewildered.





# THE TREASURE TROVE



TREASURE ISLAND JOB CORPS CENTER • WEEKLY UPDATE

04/06/12

## THIS WEEK

- ~Career Corner-Opportunity Knocks
- ~Empowering Women in Non-Traditional Trades
- ~TIJCC "Hard" Trades Construct Creatively
- ~TIJCC CMA Students Visit DaVita Clinic in Oakland
- ~Diversity Assembly: Celebrating & Empowering Women
- ~Diary of a Farm: Counting Our Eggs
- ~Welcome New Students
- ~Successful Student Transitions
- ~Spectacular Student Scores
- ~Safety Officer Alex Wong's Tip of the Week
- ~Adams Family Fables

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- Columbia, MD – Social Development Manager- Student Management

### Other Centers' Management Vacancies

- Atterbury – Associate F&A Director, Social Development Manager, Career Development Manager

### Exeter – NONE

- Gadsden – Social Development Director
- Glenmont – Center Director, Associate F&A Director
- Grafton – Center Shift Manager

### Joliet – NONE

- Little Rock – Deputy Center Director, Dorm Supervisor
- Red Rock – NONE

### Shriver – NONE

- Woodland – Dorm Supervisor
- Woodstock – Wellness Manager, Associate F&A Director

### TIJCC Vacancies

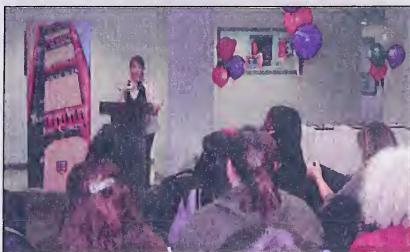
- LVN/Disability Coordinator
- Safety/Security Advisor
- CTT Instructor – Advanced Culinary
- Lead CTT Instructor – Security/MILCAP
- Residential Coordinator
- Residential Advisor
- WBL Advisor
- Part-time Recreation Advisor
- Counselor
- Peer Leadership Coordinator

If you are interested in any of these positions, please contact the Treasure Island Center HR Manager, Ms. Anny Fong, at 415-217-7984 or [fong.anny@jobcorps.org](mailto:fong.anny@jobcorps.org) for assistance with the application process.



New Hire Orientation (NHO) is scheduled on every 1st and 2nd Thursday of the month in the HR Training Room. All TIJCC employees must complete NHO within 90 days from their date of hire. If you have any questions or require assistance, please contact Mr. Armando Lopez, the HR/Staff Training Coordinator, at 415-352-2477 or [lopez.armando@jobcorps.org](mailto:lopez.armando@jobcorps.org).

## EMPOWERING WOMEN IN NON-TRADITIONAL TRADES



Treasure Island Job Corps Outreach & Admissions Department hosted an Annual Open House with the theme: **Empowering Women in Non-Traditional Trades**.

Approximately 40 participants and guests attended the event from different sectors of the community. Agencies participating included Island High School, TLC Child & Family Services, Bridge Academy, City of Berkeley Youth Works, Vallejo High School, Samoan Community Development Center, Alameda County Workforce Investment Board, Mendocino County, Fremont Unified School District, Boys and Girls Club, and Washington HS.

Deputy Center Director, Ms. Jenifer Cha, gave the welcome address while Ms. Wilhelmina Parker, BCL Director discussed Center updates. Trainees and graduates – Ms. Elohe Seyoum, Ms. Lourdes Matute, and Ms. Rosalina Hurtado – shared their Job Corps experiences. Instructors – Mr. Tim Nelson, Plastering and Mr. Chris Coleman, Painting – talked about their trades and opportunities for women.

The Admissions staff gave presentations about Job Corps and recruitment updates. Afterwards, participants were treated to a tour on center and enjoyed h'ordeuvres courtesy of the Culinary Arts Department.

~Rochelle Thommes, Senior Admissions Counselor, TIJCC



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## TREASURE ISLAND JOB CORPS' "HARD" TRADES CONSTRUCT CREATIVELY



Hands-on training holds special significance in the training of Construction Trades students enrolled in any of Treasure Island Job Corps "hard" or Construction Trades programs. These include Carpentry, Cement Masonry, Electrical, Facilities Maintenance, Painting, Plastering, and Solar (Thermal and Photovoltaic) Technology.

Enrolled students enjoy a combination of classroom and hands-on training through a variety of Work Based Learning projects right here on center. The projects are a "win-win" with students gaining opportunity to practice skills in meaningful ways while beautifying the Center.

Shown are Carpentry students using their skills and construction techniques to build a dressing room in the warehouse. The dressing room will be used for our new CPP (Career Preparation Phase) students when they try on their new Job Corps uniform. It will also be

used for students trying on their new trade uniform. The benches are custom made and the painting class touched it up with their painting skills. ~Photos and article by Construction Technical Trades Manager Tom Gonzalez

To learn more about hiring a Treasure Island Job Corps Construction Trade student, contact Treasure Island Job Corps Construction Trades Manager Tom Gonzalez at [gonzalez.tom@jobcorps.org](mailto:gonzalez.tom@jobcorps.org).



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## COMMUNITY CONNECTION: TIJCC CMA STUDENTS VISIT DA VITA CLINIC IN OAKLAND

Last week, four Certified Medical Assistant students - Yuliana Contreras, Ellohe Seyoum, Krystin De Bose, Monique Pierson-Porter and CMA Instructor, Douglas Jones - visited the Da Vita Inc. Oakland clinic for a field trip to familiarize themselves with the powerful work of DaVita Inc.

Demonstrating innovative leadership, DaVita, a nationwide international kidney dialysis company, is in the process of developing a pilot Externship partnership with Treasure Island Job Corps Certified Medical Assistant program. Facilitated by Da Vita leadership, the trip to the Oakland clinic allowed students to better understand the Da Vita mission critical values integral to effective functioning and sensitive client service.



Our sincere thanks go out to DaVita staff and leadership for providing opportunity for our students to develop career competencies in the medical field. ~W.S. Parker, Business Community Liaison Director

For more information about Treasure Island Job Corps Certified Medical Assistant program, please contact [marroquin.pedro@jobcorps.org](mailto:marroquin.pedro@jobcorps.org).

## DIVERSITY ASSEMBLY: CELEBRATING AND EMPOWERING WOMEN



On March 28, 2012, trainees at Treasure Island Job Corps presented a special lunch meal and an assembly program on **Women's Awareness and Empowerment**.

Students Danae Richardson and Ariel Tapia of Culinary led the process to add a focus on women in Culinary into the day's diversity programming. The special lunch menu for the day included recipes from three women chefs: Julia Childs, Alice Waters and Terry Hope Romero. An emphasis was given to highlighting women chefs because, even today, Culinary is still dominated by men and many people don't know a lot about women chefs.



The content of the assembly was developed by an incredible group of students, both male and female. The message from the assembly to the women in the audience included-continue to express your thinking, your point of view and the acknowledgement that you are an incredible person. To the men allies in the audience: continue to stay open, as you have done during this assembly.

~Betty Wong, ELL/Diversity Coordinator







## DIARY OF THE MICHELLE OBAMA-TIJCC GREEN ACRE URBAN FARM:

### COUNTING OUR EGGS!



Spring has sprung! Tuesday, March 20th, was the vernal equinox, the first day of spring when the earth's tilt is in line with the sun and there are the same numbers of hours of daylight as darkness. Because of the lack of tilt of the earth on its axis, this is also the day when you can supposedly balance an egg up on its end.

Quite conveniently, our chickens decided to start laying eggs this very week! The eggs are small and sporadic, like practice eggs, but still colorful and beautiful. The hens are learning to sit in the nest boxes to lay their eggs in privacy. In a matter of weeks we'll be harvesting multiple eggs on a regular basis, eventually as many as 22 eggs a day!

Because we have a rooster, the eggs are mostly fertile and this is normal for small-scale chicken operations. Roosters maintain the social order of the flock and provide the natural gender balance found in animal communities in nature. Don't worry, there isn't a chicken growing inside your egg! We would have to incubate the eggs or let a mother hen sit on them for 3 whole weeks at a temperature of ninety-nine degrees before a chick would hatch. We collect the eggs each day for consumption and you can't tell the difference in look or taste between a fertile and an infertile egg.

When we think of spring, we also think of flowers. The farm is an incredible place to notice the changes that are happening (and enjoy flowers galore) thanks to the arrival of spring, the long-awaited rain, warmer temperatures and more hours of daylight.

From the chickens laying their first little eggs, to the dormant fruit trees that have begun to break bud, and even the tiny seedlings in the greenhouse that are awaiting their place on the farm, it truly felt like spring this week. Stop by to visit!

~Corey Block, Urban Farm Coordinator To learn more contact [block.corey@jobcorps.org](mailto:block.corey@jobcorps.org)



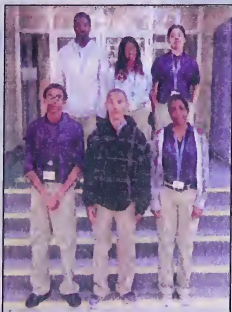
Earth Day  
Every Day





04/06/12

## WELCOME OUR NEW STUDENTS



Maya Anderson, Ryan Brown, Jacob Crooks,  
Clayton Delouth Jr, Emilio Flores Carrazco,  
Vanessa Johnson, Leon Martin Jr, Kirsten  
Merino, & Charlie Villalobos

## SPECTACULAR STUDENT SCORES

This week, these student stars made significant improvements on their TABE scores. Student names in bold scored high enough to join the 600 Club!



Dante Patterson, Dominique Jackson,  
**Lisa Vlaovich, Haben Bariyagabir,**  
& **Jiali Huang**



Kudos to March Dorm of the Month winners—5 East (above) and Trade of the Month—Office Administration!

## SUCCESSFUL STUDENT TRANSITIONS



**Veronica Vallejo, Security**, has been working as a Security Guard for **Admiral Security** making **\$10.65 per hour!**

**Jacqueline Martinez, Basic Culinary** has been taking 14 units at **Chabot College!**

## SAFETY OFFICER ALEX WONG'S SAFETY SLOGAN OF THE WEEK



**Don't learn safety by accident!**





# Adams Family Fables

April 6, 2012

Volume 11 Number 13



## In This Edition:

Glenmont's Capital Project  
in the Capital District

X Marks the Spot

Ask Roy: Woody GSA  
Causing a Flap

## Upcoming Events:

April 25-27 Managing  
Agencies Behavior,  
Columbia, MD

May 1-3 Purchasing  
Agent/P&A Training  
Columbia, MD

May 8-10 Adams Jch  
Corps Overview, Columbia,  
MD

May 14-17 Adams  
Student Leadership  
Conference, Columbia, MD

## GLENMONT GARNERS GREAT PRESS

What a great pleasure it was to open the Albany Times Union website on Thursday to see **Acting Center Director Rodney Butler's** smiley face. **Reporter Dayelin Roman** stopped by a few weeks ago to get a tour of Glenmont's \$23 million dormitory and recreation renovation. The story examined the massive construction project conducted at Glenmont, as well as accompanying photos on its website. Overall, a very nice piece on the Glenmont Center and its shiny new, almost ready-to-move-in dorms! Kudos to **BCL Amy Scharf** for her excellent outreach on this endeavor. <http://www.timesunion.com/local/article/Makeover-to-help-Job-Corps-mission-3460057.php>

## EGG-CELLENT EFFORTS AT THE X

The Exeter Center was hopping with visitors on Thursday. Top Administrators from **Providence Public Schools** – **Marc Catone** and **Luke Driver** – bounced over to **The X** to get an up-close view of the Center's academic and vocational training. **Providence's Career Technical Academy** is examining opportunities to partner with Job Corps to maximize career technical training opportunities for Rhode Island youth.

No word on what the **Culinary crew** cooked up (egg soufflé? Rabbit Stew? Easter eggs?) for **U.S. Rep. James Langevin** for his visit to the Center on Thursday. **Rep. Langevin**, accompanied by **Rhode Island Hospitality Association Executive Director Dale Venturini**, stopped by the Center to congratulate **Culinary Arts students** for their X-cellent showing at the **Rhode Island ProStart Culinary competition**. The visit was picked up in local press, along with a mention on **ABC6** in Providence.

## ASK ROY

**Guy from the North Woods:** So, Roy, it's Spring in the woods and here I am again collecting maple sap to make syrup. Boy, this stuff is sticky. I sat on a sap stump and now my long john flap is all stuck up. It makes a guy think about his career choices. I have been hearing about those Gubernint jobs. What do you think?

**Roy:** Well, Woodfraud, you just might have something there. I heard they offer excellent travel benefits, great meeting locations and deficit proof expense accounts. In fact, there are some executive level GSA positions available that might be a good match for your sap collecting skill set.

**GFTNW:** Geez, Roy, thanks for the tip. Where do I go to apply?

**Roy:** Well, Woodpecker, you know that saying, "What happens in Las Vegas, stays in Las Vegas?" It's not true! I'd stay away from that location.

Did I tell you that the Gubernint doesn't have much of a sense of humor? Let me know how you make out in your job search. By the way, Woodflap, I'd ditch the long johns before any interviews. If those Gubernint guys see them, they'll all want some.

Oh, yeah, Woodward, you might want to check the spelling of Gubernint.



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## CITY INSIDER

## Redevelopment workers worry over transition

Tuesday, March 13, 2012

Workers of the San Francisco's former redevelopment agency protested on the steps of City Hall on Monday, saying they still don't know what will happen to them when their employment runs out.

The agency, along with 400 others in California, was formally dissolved Feb. 1 in line with a state court decision handed down late last year. But the Board of Supervisors voted to give them a transition period until the end of this month to transfer projects and duties.

"To this date, there's no transition plan in place, yet they're going to lay people off and put projects at risk," said **Leah Berlanga**, field director of Service Employees International Union Local 1021, one of two unions representing the workers.

Not only do the roughly 100 workers not know whether they have jobs elsewhere in City Hall, they also say a series of redevelopment projects - including parks and affordable housing in Visitacion Valley and the revitalization of Third Street in the Bayview - is at risk.

The protest preceded a meeting of the oversight committee that was created to guide redevelopment's dissolution. The panel urged the city to keep the redevelopment workers in city government and to extend the transition period by another 60 days.

**Christine Falvey**, the mayor's spokeswoman, said the details are still being worked out.

"We have a limited amount of funding, and we need to staff up appropriately," she said. "That said, we are sympathetic to workers who have been impacted by the state, and the city will make job transition services available."

- *Stephanie Lee*

**Strings still attached:** Don't expect Mayor **Ed Lee** to back down on his demand that the school district better manage its surplus property if it wants City Hall cash. Lee, usually known for his consensus-seeking demeanor, hasn't changed his tune despite school officials and Assemblyman **Tom Ammiano** bristling at his rhetoric.





The Chronicle reported last week that the mayor was "absolutely" attaching strings to the \$6 million in the city's rainy day fund intended for the school district in the coming fiscal year. Payments from the city to the district are set by a formula and are to prevent teacher layoffs.

Ammiano, who wrote the voter-approved charter amendment creating the mandatory transfer of funds, told us, "I am hoping the mayor misspoke and would get clarification about exactly what the rainy day fund is. It is separate from the surplus property, which is a whole other issue."

But not as Lee sees it. He told us he's sticking by his statement.

"I need a commitment from the school board that it isn't just asking the city to fill the gaps," he said. "Are they satisfied with everything going on in the school district, economically speaking? If their answer is yes, we don't have much to discuss."

That's downright sassy for our perennially people-pleasing mayor. He'll be expounding on the issue in greater depth at today's Board of Supervisors meeting in response to a query from Supervisor **David Campos** at the mayor's monthly Question Time.

- Heather Knight

**Charging ahead:** Mayor **Ed Lee** met with reporters in the bowels of a dark parking garage Monday, but it wasn't as sketchy as it sounds. He was there to show off an electric vehicle charging station, one of 49 now available on city-owned property. There are 26 newly installed stations in parking garages around the city, plus previously installed ones on **Treasure Island** and at the airport.

Assemblywoman **Fiona Ma** was with Lee to hail Gov. **Jerry Brown**'s passage of her bill mandating that charging stations not be regulated as utilities. She said she's on her fourth Toyota Prius and anticipates purchasing an electric vehicle soon.

By the end of the year, charging stations should be available at more garages, Civic Center Plaza and the zoo.

- Heather Knight

**Skipped over:** She valiantly made her way through burning diesel fuel to save the life of a big rig truck driver that had flipped and burst into flames. But **Keenia Williams** did not win one of three Citizen Before Self Awards announced Monday by the Congressional Medal of Honor Foundation.

We told you last week that Williams - who made the daring rescue Oct. 19 on Highway 101 - was one of 20 finalists up for an award, decided by the living recipients of the Medal of Honor, which is given for heroism in military service. She wasn't one of the three winners, but she's still the biggest hero in our book.



## Treasure Island

>> saturday, march 24, 2012 - [dog friendly dog socks](#) [san francisco](#) [treasure island flea market](#)

Despite having lived in the San Francisco Bay area for over 20 years, I had never been to Treasure Island until today. My older daughter and I, along with Cabana, braved the rain-soaked roads to see if we could find any treasures at the dog-friendly Treasure Island Flea Market.



Cabana wore her yellow raincoat, for protection from the elements and for looking cute (more for the latter than the former). Nesquik was at the event, giving away free chocolate milk. Too bad Cabana can't have a taste, but she sure matches the truck, down to the black line along the bottom. Except that Cabana hasn't been side-swiped, which is more than I can say about the truck.

The rain didn't keep too many people away. The historic World's Fair building was packed, making shopping, especially with a 55-pound dog, a bit of a challenge. Here, Cabana seems to be looking around to make sure no one is going to step on her tail.

Outside, the booths were much less congested, and we were able to shop our socks off. The socks were a great deal, and my daughter and I each bought 4 pair. (After seeing these photos, I realize more than ever that Cabana's raincoat is too small for her. See her scruff bulging out the top? I recently bought some fabric to make her a better one, but we've had so little rain until now. Once I make the new raincoat, we'll likely have clear skies for months.)

Two of my serious sock selections are made of the softest organic cotton, mmmmm. The other two, I couldn't

## about us



Mimi and CC  
Cabana

We raised Cabana for Guide Dogs for the Blind, but she decided she'd rather be a playing dog than a working dog. Cabana was the first (and only) puppy we raised for Guide Dogs (so far) and is our first (and only) pet dog (so far). We're learning it all together!

[View my complete profile](#)

## my etsy store



Etsy  
sheeko





### my daughter's etsy store



Etsy  
crustybug

### tutorial - adjustable dog collar



Make one for your pup!



### how old is cabana?



### cabana's info

Gender: Female  
Breed: Yellow Lab  
Birthday: 10-05-08  
Arrival Date: 12-10-08  
Sire: Bosworth  
Dam: Darlene  
Tattoo: 4T90  
Status: Career Changed 11-25-09

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resist--how can I call myself a dog-lover and not have at least a couple pairs of dog-themed socks? I guess it's true what they say about one man's treasure...

>> Posted by Mini and CC Cabana at 2:22 PM | 4 comments | send email |

grace - (March 24, 2012 2:58 PM)

I'm so glad you bought socks! I know your daughter was looking to get some when she last came to LA, and we ran out of time... I really like the socks you selected -- I'm so surprised they had organic cotton at a flea market! Er, the dog themed ones are cute, but I doubt I'd ever wear them...



Beth and Alife – (March 24, 2012 5:53 PM)

tee hee, fun socks! Must be fun to have dog-friendly events like that... Cabana looked like she was having a good time, chocolate milk or not :-)

Becky – (March 24, 2012 7:21 PM)

So cute that she matches the truck. Sounds like my kind of fun :).

Min – (March 25, 2012 7:23 PM)

My first thought when I saw those socks were "CUTE!" and then I thought about how lovely yellow Lab fur will look all over them. :)

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April 2, 2012  
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Big Weekend  
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# Not For Fun Only

Fun & enlightenment in San Francisco

Monday, March 26, 2012

## Treasure Island Flea



Sunday afternoon I visited for the 1st time the [Treasure Island Flea Market](#), which occurs the last weekend of the month. Someone I met at the SF History Expo advised me this would be a good weekend to go, as it would be held indoors, in the art deco Building One. I felt a sense of discovery the whole trip, starting with Muni's 108-Treasure Island line, which takes less than 10 minutes to get from the Temporary Transbay Terminal to the Treasure Island gates. The panoramic view from the bus stop encompasses both bridges.

The flea market was crammed into Building One's lobby & a narrow upper floor walkway. I saw lots of kids, so this is obviously a popular family outing. I enjoyed seeing & hearing 2 Victorolas lovingly restored by Golden State Phonographs. The woman from Tami Jo Studios was eager to share with me how her origami-like photo albums were constructed. I remembered seeing [Korrupt Label's](#) punk-inspired hoodies at [Roadworks](#) a couple of years ago, & it was cool to the meet the designer.



Behind the building were food trucks & a hangar space converted into a huge wine-tasting room lined with barrels. The hangar also houses 2 Burning Man-related art studios. A woman in [Marco Cochrane's](#) studio gave me a demonstration of the 3D pantograph used to enlarge sculptures. The device was a revelation to me.

Around the back, I could peek into [Peter Hudson's](#) studio for a tantalizing glimpse of [Charon](#), an enormous 3D zoetrope, which standing still looks like a bunch of skeletons riding a Ferris Wheel. I had no idea any of this



was here. The next Treasure Island Flea will be held outdoors the weekend of April 28-29, 2012.

Posted by Axel Feldheim at 3/26/2012 11:16:00 PM



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## About Me



**Axel Feldheim**

Axel Feldheim is not a scary German.

[View my complete profile](#)

## Twitter Updates

I usually complain about not hearing the harpsichord at Baroque concerts, but not at tonight's @AmericanBach performance about 13 hours ago

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**Not For Fun Only**

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## Popular Treasure Island Flea ends indoor season

Sam Whiting

Monday, March 26, 2012

Gavin Ellis and Katy Berry didn't know they needed a hand-cranked Victrola until they walked through the glass double doors of historic Building One on Treasure Island Sunday and there was Nipper, the former RCA symbol. The plastic white dog had his black ear lifted to hear a brassy foxtrot.



The mood, the music, the setting was good for one immediate sale of a 4-foot wooden phonograph cabinet, and more to follow, as the Treasure Island Flea ended its three-month indoor season Sunday inside the lobby that once bustled with airline passengers for the Pan Am Clipper.

"We've had several people mention that we're playing 1940s music, and it really matches the building," said Trish Weber, as she gave one Victrola 10 cranks to coax out the clarinet of Frank Teschemacher and the Cellar Boys doing the Barrel House Stomp.

Treasure Island Flea opened a year ago, and has drawn 7,000 to 10,000 people to its once-a-month weekend sales, said Angie Ansanelli of Novato, who operates the event with her husband, Charles. Their daughter works the door, where a \$3 admission does not seem to be a barrier to hipsters in Zipcars streaming down off the bridge, post-Sunday brunch.

The Ansanellis call it a flea, not a flea market. They see it as more of a sample sale than tchotchke-torium.

"It's an upscale urban marketplace," said Ansanelli. "We thought, wouldn't it be fun to have a show with all the genres, indie designers, antique collectibles, vintage products and designer ideas. We curate all the vendors." The indoor setting in the Streamline Moderne building adds sophistication to this concept. Instead of being out in the wind, on grass or pavement, vendors and shoppers work the original terrazzo tile floor. The lobby of the mid-1930s passenger terminal is narrow, which keeps buyers and sellers pressed together, giving the event some internal combustion - and keeps everybody out of the rain and wind.

Many of the nearly 300 vendors would like to see the flea stay indoors, but their three-month permit for the lobby of Building One expired this month, so they'll be out on the Great Lawn next month.



One vendor who would like to stay precisely where he was Sunday is Ben Weber, who operates Golden State Phonographs with his wife, Trish, of Watsonville.

This was their first weekend at Treasure Island Flea, and if ever there was a perfect atmosphere for selling old wooden-encased phonographs and thick, waxy 78 rpm records, this was it.

Buyers Ellis, 30, and Berry, 25, drove all the way from Tracy in the pouring rain Saturday, then came back again Sunday to shop for jazz standards. Asked if she is a fan of 78s, Berry gamely replied, "I am now."

Beyond the Victrolas, buyers found vintage phonographs, vintage clothes, vintage shoes, vintage doorknobs, vintage Tupperware - even a vintage 49ers helmet with a sticker inside noting it was last refurbished in 1979, for \$250.

The one thing that you can't find at Treasure Island Flea, it seems, is anything from Treasure Island itself.

You can find vintage brass keys, but you can't find the souvenir vintage brass keys to the 1939-40 Golden Gate International Exposition. You can find an authentic souvenir pennant from the exposition in Del Mar, but not one from the Treasure Island fair.

There was no world's fair-iana on hand, not even in the small exhibition space of the Treasure Island Museum, a converted office at the back of the lobby. The museum's collection is in storage for the time being, awaiting a new venue where it can be displayed.

But you can see some artifacts from the exposition, now on exhibit at San Francisco's Main Library. "Magic City: Treasures from San Francisco's Golden Gate International Exposition 1939-1940" opened this weekend and runs through June 3.

Sam Whiting is a San Francisco Chronicle staff writer. [swighting@sfgate.com](mailto:swighting@sfgate.com)

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2012/03/26/BAVK1NOSKV.DTL>

This article appeared on page C - 1 of the San Francisco Chronicle

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March 27, 2012 @ 11 PM EDT

New York	London	Telco	DOW	-43.90	NASDAQ	-2.22	S&P 500	-3.99
After	Closed	Closed	13,197.73	-0.33%	3,120.35	-0.07%	1,412.52	-0.28%



JON D. MARKMAN

### Liquidity flood lifts Mexican stocks

With the world's central banks pumping out cash, country's like Mexico have reaped the benefits, as their stock market nears all-time highs

**BULLETIN** U.S. stocks close lower in a modest retreat, with Dow Industrials off 44 points

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press release

March 26, 2012, 7:30 a.m. EDT

## San Francisco Treasure Island Job Corps and Jamba Juice® Announce Unprecedented Public-Private Partnership

Partnership Unveils Initiative to Offer Culinary Arts Students Career Enhancement Skills, VIPs to Tour the Michelle Obama Urban Farm and Enjoy Lunch Prepared by Students



EMERYVILLE, Calif., Mar 26, 2012 (BUSINESS WIRE) -- Jamba Juice Company JIMBA 0.00% , a leading healthy, active lifestyle company, and the San Francisco Treasure Island Job Corps Center announced today that they have formed an innovative public-private partnership to help advance the careers of Job Corps Culinary Arts students. The initiative will also employ young people from Job Corps as part of the Obama Administration's Summer Jobs+ initiative. The partnership, Jamba Jobs+, is the vision of Jamba Juice® Chairman and CEO James D. White, with the endorsement of Treasure Island Job Corps Center Director, David Miller and Jane Oates, Assistant Secretary Employment and Training Administration, U.S. Department of Labor.

"Our partnership with Treasure Island Job Corps Culinary Arts program is unprecedented in the restaurant industry," stated James D. White, Chairman, President and CEO, Jamba Juice Company. "Jamba Jobs+ will set Job Corps students on a path to gain valuable skills and work experience, making them competitive and well-prepared in their chosen careers. In the end, we hope those careers will be with Jamba. Our ultimate goal is to actively work with other Job Corps Culinary Arts Centers across the country to provide a similar pipeline for employment."

"Staff at Treasure Island Job Corps are excited about this partnership with Jamba Juice which will provide management training internships, work based learning sites, and job opportunities for our students," commented David Miller, Center Director, Treasure Island Job Corps.

Jamba Jobs+ was developed to provide students and recent graduates of Treasure Island Job Corps Culinary Arts program with career mentoring, internships and summer and permanent job opportunities. In addition, the program will focus on deepening the education and nutritional expertise of students through the launch of a collaboratively developed "Master of Blending Arts" (MBA) program. The MBA program is designed to set Job Corps students and Jamba team members on a fast track to leadership positions in Jamba stores. "Developing strong partnerships between employers and federal training providers like Job Corps is an important component of an America built to last," said U.S. Department of Labor Assistant Secretary for Employment and Training, Jane Oates. "Last year we were very excited to facilitate the pilot program linking Treasure Island Job Corps culinary students with internships at Jamba Juice, and we are even more excited to see it grow this year." The Job Corps/Jamba partnership is rooted in the Summer Jobs+ initiative developed by the Obama Labor Department. Jamba Juice recently received special recognition from the White House for demonstrating the highest level of corporate leadership by actively participating in the Obama Administration's Summer Jobs USA 2011 initiative. Last year Jamba committed to hire 2,500 youth as a part of that initiative and has recommitted to hiring even more in 2012.

### About Jamba Juice Company


Founded in 1990, Jamba Juice Company JIMBA 0.00% is a leading restaurant retailer of better-for-you, specialty beverage and food offerings, which include great tasting, whole fruit smoothies, fresh squeezed juices and juice blends, hot coffee and teas, slow cooked hot oatmeal made with organic steel cut oats, Fit'n Fruitful™ smoothies with Weight Burner Boost™, Fruit and Veggie smoothies, Whirl'n's™ Frozen Yogurt, breakfast wraps, sandwiches and wraps, California Flatbreads™ and a variety of baked goods and snacks.


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# Treasure Island : A Great Place to Visit in San Francisco

By Dorsi

## Fond memories of Treasure Island

As a child growing up in the San Francisco Bay Area, Treasure Island was a favorite place to visit for my family and I. In the 1970's, Treasure Island was still an official Navy Base, so in order to get on the island you had to either be in the military or have parents in the Navy (my dad was a Navy man) I have fond memories of going there on Thursday nights to either a movie or the bowling alley while my mom played bingo at the Chiefs Club.

Last weekend my husband and I visited the now decommissioned Naval base - and were delighted by the new projects and renovations taking place on Treasure Island. Besides the always spectacular views of the San Francisco, Golden Gate and Bay Bridges, there is also a newly opened "Treasure Island Flea Market" along with a 20,000 sq. ft. building named the "Winery". Gourmet food trucks are on hand, serving everything from lemongrass chicken tacos to special empanadas, homemade soups and sandwiches.

## Treasure Island - Then

See all 5  
5  
photos

A rare  
aerial  
photo of  
Treasure  
Island  
during  
the  
1939-40  
World's  
Fair,  
Golden  
Gate



International Exposition. Sadly much of this is gone. When WW2 erupted Treasure Island became a Naval Base.

Source: [http://www.sfcityguides.org/public\\_guidelines.html?article=861&submitted=TRUE&srch\\_text=&submitted2=&topic=Events](http://www.sfcityguides.org/public_guidelines.html?article=861&submitted=TRUE&srch_text=&submitted2=&topic=Events)

## Treasure Island - Today

An aerial photo of Treasure Island today.

Source:  
Inhabit



## One of the few remaining sculptures from the 1939 SF Worlds Fair on Treasure Island

I thought this was a very charming sculpture. There are few remaining sculptures that have survived. Located on Treasure Island in San Francisco by the Treasure Island Flea Market.

Source: Dorsi Diaz



## Treasure Island was built for the 1939-1940 Golden Gate Exposition

There are also some remnants left on the island of the 1939-1940 World's Fair, Golden Gate International Exposition, for which the island was actually built. It got its name from Robert Louis Stevenson's famous book and from the gold particles that supposedly washed down from the Mother Lode mines that were dredged to fill the island (Stevenson was also a San Franciscan). Although sadly there are not a lot of statues or buildings remaining from the fair, there are some remaining statues on display outside the flea markets main building. "Building 1" also remains intact from the 1939 Expo where it served as the administrative center for the fair. Originally intended as the terminal for an airport, it housed the Treasure Island Museum from 1976 to 1997. Today it serves largely as offices for *The Villages*, a private apartment rental agency.

One of the new places to visit on Treasure Island is the art studio of Marco Cochrane, who's beautiful statue "Bliss Dance" graces the shoreline. Towering 40 feet into the air, "Bliss Dance" is a favorite spot for photographers, islanders and tourists. During our visit I took many photos of Marco Cochranes statues which you can see here at my website <http://dorsidiaz.com/>. Some photos I left untouched while others I added some of my own artistic effects to.

The island has over 400 acres to explore. Some areas are for Job Corp housing and some buildings are in the process of being renovated and reused for both housing and upcoming island projects.

"Bliss Dance" (in my photo below) graces "The Great Lawn", which is an expansive grass area of approximately 126,500 square feet. The Great Lawn is on the western shore of Treasure Island, it faces views of the San Francisco skyline and San Francisco Bay, and is perfect for events, festivals, and picnics. You can also check out the main website for Treasure Island [here](#) which has dates and times for activities and more information on the island. The Treasure Island Flea Markets website is also [here](#).

If visiting the San Francisco Bay Area, Treasure Island is a must see. And if you live in the SF Bay Area, Treasure Island is a great day trip to take the kids and family on

(it is also dog friendly too so you can bring your pooch if you want)

### "Bliss Dance" - Sculpture by Marco Cochrane

I took  
this  
photo in  
March  
2012 of





"Bliss

Dance". If you look closely you can see the Golden Gate Bridge in the distance. For further interest, look at the size of the people below the sculpture! It really gives you a good idea of how large she is!

Source: Dorsi Diaz

## San Francisco World's Fair 1939

### View of SF from the shoreline

You can



practically have a 360 degree view of San Francisco Bay from the Treasure Island shoreline.

Source: Dorsi Diaz

## Top 10 Hot Jobs and Tourism on Treasure Island, Ca.

- Top 10 Hot Jobs and Tourism on Multicultural Treasure Island, Ca.

### Treasure Island map

**Treasure Island San Francisco -**

Treasure Island, San Francisco, CA, USA



[get directions]

## Getting to Treasure Island

Getting to Treasure Island is easy - you can come in from either Oakland or San Francisco via the San Francisco Bay Bridge. You then take the Yerba Buena exit and

follow the road which will take you straight down onto the island. Coming from Oakland you will pay a bridge toll. If you want to visit the Treasure Island Flea Market I would check their website to find out dates and times. Otherwise, Treasure Island is open to the public and you can just come and view the spectacular San Francisco skyline from Treasure Islands shores. Make sure you bring your camera and an extra jacket because it can get windy and cold!

Admission to the island is free.

(Dorsi Diaz is a freelance writer and publisher who lives in the San Francisco Bay Area. She writes about her favorite topics - art, photography and "life stuff" here at HubPages. Please feel free to leave a comment! You can also visit her at her website <http://dorsidiaz.com/> to see more of Dorsi's photography including Treasure Island and Marco Cochranes sculptures. Thanks for visiting!)

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## More on Treasure Island



[Treasure Island \(1999\)](#)  
Amazon Price: \$2.99



[San Francisco's Treasure Island \(CA\) \(Images of America\)](#)  
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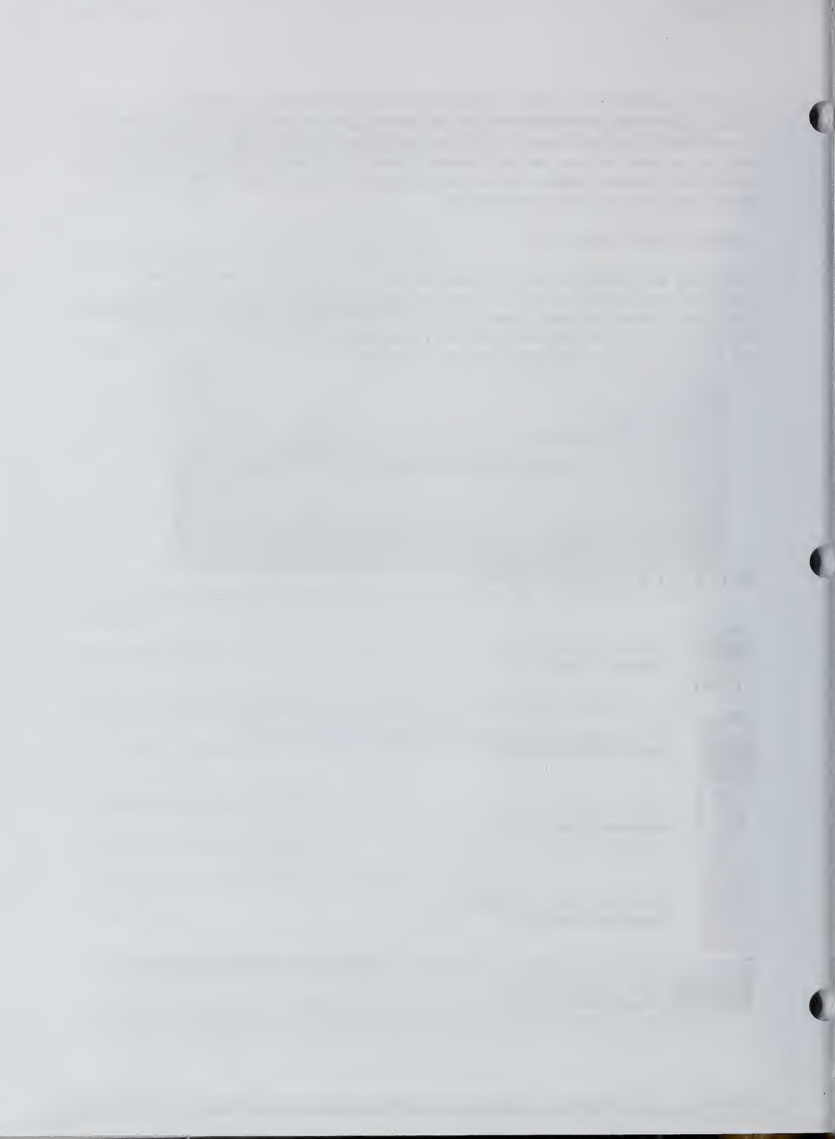
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## More Chinese investments likely to come this way

Andrew S. Ross, Chronicle Columnist

Wednesday, March 21, 2012

**Beijing** -- *Andrew S. Ross is on a 10-day reporting trip sponsored by the China-United States Exchange Foundation, a nongovernmental nonprofit created to improve communication and understanding between the people of China and the United States.*

Look to the West and invest, Chinese businesses are being told.

The mandate, contained in the Chinese government's five-year plan through 2015, is intended to make the country's economy "go global." Which means China's overseas investment, which has been steadily increasing over the past few years, is about to soar.

According to an Asia Society report, China is projected to invest up to \$2 trillion overseas between now and 2020. A big slice of that could be headed the United States' way. Last year, a Chinese Ministry of Commerce official said the United States, Latin America and Europe will "see a rapid growth of investment from China." That's one reason California is planning to open trade offices this year in Beijing and Shanghai.

"They're points of contact for investments both ways," said **Michael Rossi**, Gov. **Jerry Brown's** jobs and business development adviser, who is spearheading the effort. "We're looking to build a series of relationships, government to government, and business to business."

**ChinaSF**, the public-private city agency that has been bringing Chinese businesses to San Francisco for the past three years - including China's fifth largest bank, **Bank of Communications** - is engaged in discussions with Chinese enterprises, said **Nathan Williams**, who heads ChinaSF's Beijing office. "There's a ton of interest in project financing. They're definitely interested in infrastructure investments in San Francisco."

Williams would not name any companies, some of which are state-owned, but said the Hunters Point naval shipyard and Treasure Island redevelopment projects have come up in conversation.

Talk is cheap, of course, and Williams doesn't expect instant results.

"The Chinese are very cautious still," he said. "There's a long way to go."

More immediately promising is ChinaSF's "sandbox" project - finding space for Chinese tech startups in San Francisco incubators (also known as co-working spaces) such as **RocketSpace** and **Hatchery**. The initiative has the backing of Shanghai's **Shui On Group**, a real estate development company that is also supporting Silicon Valley's first Sino-U.S incubator, **InnoSpring**, which opens in Santa Clara next month.

"Incubator space is the easiest point of entry for Chinese companies looking to come to San Francisco and the Bay Area, even big SOEs (state-owned enterprises) who are interested in starting small at the outset," said Williams.

Still, many hurdles remain, not least those thrown up by the federal government. An executive with a Hong Kong public policy group said she's heard complaints from some U.S. CEOs that Chinese corporate investors - especially the state-owned kind - can have a hard time getting by Washington regulators.

A number of investment deals have, in fact, been squelched by successive administrations, citing national security concerns.

**John Chen**, CEO of **Sybase**, has long pushed for a U.S.-China investment agreement similar to bilateral treaties negotiated with 40 other countries.

"We're getting just \$3 billion out of the \$100 billion a year of China's foreign direct investment. That's just ridiculous," Chen said after a meeting with **Presidents Obama** and **Hu Jintao** on this and other U.S.-China "irritants" last year.

The Obama administration might want to take a closer look at China's five-year plan, and see if some emollients could be applied.

Andrew S. Ross is a San Francisco Chronicle columnist. Blogging at [www.sfgate.com/columns/bottomline](http://www.sfgate.com/columns/bottomline). Facebook: [sfg.ly/doACKM](https://www.facebook.com/sfg.ly/doACKM). Twitter: @andrewsross.  
[bottomline@sfgchronicle.com](mailto:bottomline@sfgchronicle.com)

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## SF Redevelopment Agency wraps up its business

Stephanie M. Lee

Saturday, March 31, 2012

It officially ended two months ago, but the San Francisco Redevelopment Agency is finally unraveling.

Six decades after they formed to revitalize blighted neighborhoods and create low-income housing, California's 400 redevelopment agencies were abolished Feb. 1 under a new state law.

But the city of San Francisco, like others, allowed staff members to keep working for what is known as a successor agency through Friday. That transition period was used to figure out which projects would continue under other city agencies and which of the 100 workers would stay to finish them.

After weeks of negotiations, union leaders and city officials announced Friday that 36 former redevelopment workers would be laid off, with 50 others staying on with the city. Another 14 workers either retired or moved on to other jobs outside the city, said Tiffany Bohee, who was interim executive director of the Redevelopment Agency and will oversee the projects that continue.

Projects significantly under way - including Mission Bay, Hunters Point Shipyard, Treasure Island and the Transbay Transit Center, plus some market-rate housing - are expected to be completed. They will be handled by former redevelopment workers transferred to the City Administrator's Office, the Mayor's Office of Housing, and the Port of San Francisco.

The projects "are critically important for the city," Bohee said.

Other plans, however, have not progressed enough to be picked up by the city. The biggest such project was a residential, retail and office development on a 20-acre site in Visitacion Valley.





A decade in the works, the \$600 million project included cleaning up and demolishing the Schlage Lock Factory site, which was transferred to developer Universal Paragon Corp. in 2008. The developer, the city's Redevelopment Agency and community members have been working to draw new residents and stores there and connect them with the existing commercial corridor.

Negotiations over a development agreement, which would have committed the city to completing the project, fell short last year, said Jonathan Scharfman, general manager of Universal Paragon.

"Obviously the outcome wasn't something the city, nor we, planned for," he said.

The company will try to pay for \$24 million worth of planned parks, streets and utilities with other sources of public money, Scharfman said.

"From the neighborhood's perspective, we're left out in the cold," said Russel Morine, who owns the Joe Leland coffee shop on Leland Avenue and participated in the planning process.

Redevelopment money also won't pay for economic development and affordable housing planned for the Bayview and South of Market neighborhoods.

Formed in California in 1945, redevelopment agencies fought urban blight by buying property, revitalizing commercial areas and creating affordable housing. The intent was to encourage the development to include private investors.

When the property values of those areas rose, a part of the increased property taxes went to the agencies.

State legislators have drawn up a half-dozen bills intended to ease the process of winding down redevelopment agencies and to create tools cities can use in their place.

In the meantime, workers from redevelopment agencies statewide must complete their lists of to-be-transferred projects and responsibilities by mid-April.

"I think we can assume that the successor agencies are going to try to protect as many projects as they can, while, of course, trying to avoid trying the patience of the oversight boards," said Josh Stephens, editor of the California Planning and Development Report, in an e-mail. "The consensus is that this will be as much a political discussion as a legal discussion, with people trying to cut deals and curry favor."

Stephanie M. Lee is a San Francisco Chronicle staff writer. Twitter: @stephaniemlee.  
slee@sfgchronicle.com

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2012/03/31/BAAH1NS68K.DTL>

This article appeared on page C - 2 of the San Francisco Chronicle

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## S.F. homeless families getting more than shelter

Jill Tucker

Sunday, April 1, 2012

Nearly 100 families have found a stable place to sleep since December, when San Francisco officials acknowledged a crisis in family homelessness and initiated a \$3 million effort to address the issue.

The tally marks the halfway point in Mayor Ed Lee's commitment to house 200 families after the number of people placed on waiting lists to get into temporary housing in the city's homeless shelters hit an all-time high as winter approached. At the same time, the city's school district reported that 2,200 of its students lacked appropriate shelter at night.

Lee's Home for the Holidays program was made possible with a \$1.8 million donation from Salesforce.com power couple Mark and Lynne Benioff and nearly \$1.5 million in matching funds from the city.

The partnership is trying to solve the problem from several angles, including rent subsidies, creation of a new family shelter, increased case management and a push to get eligible shelter families into public housing.

Although the city won't reach its goal to house 200 families by Easter, city officials and homeless advocates praised the citywide push, which includes also improving a dysfunctional system that had left so many children and their parents waiting several months for a temporary spot in a shelter.

"We're getting there," said Jennifer Friedenbach, director of the Coalition on Homelessness and a vocal critic of the city's past efforts to combat the problem. "We feel like there's been substantive change and real progress in addressing the needs of homeless families, but we've got quite a ways to go."

As of this week, about 190 families were on the waiting list for shelter, down from nearly 270 in November.

Salesforce.com has dedicated \$850,000 of its original donation to housing subsidies and services for families. So far, 39 families have enrolled in the program, which is coordinated by the Hamilton Family Center, and will receive on average a \$500 rent subsidy for up to 18 months.

Most of the parents in the subsidy program have jobs, but without financial assistance would be unable to afford move-in costs or keep up with their rent, city officials said. The extra money is intended to give them some breathing room.

As a welcoming gesture, employees at Salesforce.com made up gift baskets of towels, dishes, cleaning supplies and more for each family, said Barbara Kibbe, chief operating officer of the corporate foundation.

"These families are going to be stabilized for 18 months," she said. "The hope is that at the end of that they won't need that additional help."

The city's effort and its partnership with Salesforce.com came about after The Chronicle detailed the plight of one of the city's homeless schoolchildren in a story in December.

Michell and Anthony Fardella had been homeless for seven months when they got their subsidy just over a month ago. Michell was nine months pregnant.

The couple, each employed, had been hopping from motel to motel. It cost them up to \$1,600 a month for those rooms, making it impossible to save enough to afford their own place.

"It's just not easy in San Francisco to find a place to live," she said. "We were looking at little tiny studios for \$1,400 a month."

They are receiving a monthly \$300 subsidy to apply to their rent on a \$975-per-month condo in Pittsburg.

They moved in a week before Delilah was born.

"We've got a life now because of this," Michell Fardella said. "All we wanted was a place to live, a place to bring our baby to."

In addition to the subsidies, the Salesforce.com donation is funding a new shelter operated by Catholic Charities CYO for homeless mothers and their children at a former convent in the Richmond District. A dozen families are staying there while one family has already moved out into more permanent housing.

"We wanted to move quickly because we were so moved by the families living on the streets," Kibbe said.

Meanwhile, the city Housing Authority has pushed to identify vacant units more quickly to get shelter families on the agency's waiting list into a public housing unit as soon as possible.

Since December, 41 families have received offers and 36 have moved into units. Another five families are temporarily housed on Treasure Island.

The Salesforce partnership is an example of how the city is trying to be flexible and focused on coming up with long-term solutions for homeless families in tough economic times, said Bevan Duffy, director of the mayor's Housing Opportunity, Partnerships and Engagement.

"San Franciscans feel that there should be a priority to meet the needs of homeless families," Duffy said. "Where we were in November is not someplace the city wants to be ever again."

### Help for families

The \$3 million-plus budget for the Home for the Holidays program is targeted to provide the following services for homeless families:

- \$1.9 million - Rental subsidies and support services
- \$900,000 - Catholic Charities CYO shelter
- \$240,000 - Security deposits, case management, furniture

Source: San Francisco Mayor's Office

Jill Tucker is a San Francisco Chronicle staff writer. [jtucker@sfgchronicle.com](mailto:jtucker@sfgchronicle.com)

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**To:** Mirian Saez, Director of Operations, Treasure Island Development Authority

**From:** Ned York, Assistant Vice President, The John Stewart Company *NED*

**Date:** April 12, 2012

**Re:** The Villages at Treasure Island Contractor List

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Attached you will find the list of contractors who provide services to The Villages at Treasure Island in support and repair of capital assets.

Please let me know if you have any questions in this matter.



**Attachment**  
**The Villages at Treasure Island Active Contractors**

<b>Vendor</b>	<b>City</b>	<b>Type</b>
Acker & Guerrero Roof Company, Inc.	Oakland	Contractor
Atlas Heating	South San Francisco	Boiler Repair
Ayoub & Peery Plumbing, Inc.	San Francisco	Plumbing
Ertech, Inc.	La Selva Beach	Contractor
J.J. Commercial Water Heaters	Hayward	Boiler Repair
Malagic Construction	San Francisco	Construction
Meyer Plumbing Supply	San Francisco	Plumbing
PMK Construction	San Francisco	Construction
Rosendin Electric	San Francisco	Electrical Contractor











**AGENDA ITEM 7 (b)**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of April 19, 2012**

**Subject:** Approving Amendments to the Bylaws of the Treasure Island Development Authority (Action Item)

**Staff Contact:** Mirian Saez, Director of Island Operations  
(415) 274-0660

**SUMMARY**

In order to finalize the process allowing members of the Treasure Island Development Authority ("Authority") Board of Directors ("Authority Board") to participate in the City and County of San Francisco Health Service System ("HSS"), amendments to the Authority Bylaws are required. Additionally, updates to the Conflict of Interest provisions contained in the Bylaws are also required.

**BACKGROUND**

On May 20, 1998, the Treasure Island Development Authority (Authority) Board of Directors ("Authority Board") approved and adopted the First Amended and Restated Bylaws of the Authority setting the number of Directors serving on the Authority Board. On April 14, 2004, the Authority Board approved the Second Amended and Restated Bylaws authorizing the member of the Board of Supervisors in whose Supervisorial District Treasure Island is located to serve on the Authority Board as a non-voting, ex-officio Director. The Second Amended and Restated Bylaws are heretofore referred to as the "Authority Bylaws".

**AMENDMENTS TO AUTHORITY BYLAWS**

**A. Amendments to allow for Director participation in City and County of San Francisco Health Service System**

At its' March 14, 2012 meeting, the Authority Board approved Resolution xx-xx-3/14 providing that members of the Authority Board (heretofore referred to as "Directors") are eligible to participate in HSS, and providing for employer contributions, at the Charter-determined contribution, by the Authority for such HSS benefits.

By electing to allow Director participation in HSS, associated revisions to the Authority Bylaws are necessary. There are two key provisions that would conflict with Director's

receiving health care benefits. The first provision is Article III Section 3, which currently reads as follows:

**Article III - Section 3.      Dedication of Assets**

Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1<sup>[1]</sup> of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California.

Charter-determined contributions for the Employer Contributions for any Director enrolled in HSS will be made to HSS out of the Authority's annual operating budget. As the Bylaws are currently written, such health-care benefits accrued by Directors would be defined as falling outside the currently allowable dedication of assets in that a benefit. In this case, access to health care offered by HSS and the accompanying Charter-determined Employer Contribution, is being inured to a Director from Authority assets. In order to alleviate this conflict, Article III Section 3 of the Bylaws is proposed to be amended as follows (*additions in bold italics*):

**Article III - Section 3.      Dedication of Assets**

Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1 of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California, ***except for the participation in the San Francisco Health Service System.***

The second provision that would conflict with Director's receiving health benefits is Article V Section 15, which currently reads as follows:

**Article V - Section 15.      Compensation of Directors**

No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, except that any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.

The HSS health-care benefits available to a Director due to their position on the Authority Board constitutes compensation for service on the Authority Board. In order to alleviate this

<sup>1</sup> **Article III - Section 1.      Objectives and Purposes.** *Consistent with the Articles of Incorporation of the Authority and the provisions of the Treasure Island Conversion Act of 1997 (amending Section 33492.5 of the California Health and Safety Code and adding Section 2.1 to Chapter 1333 of the Statutes of 1968) (the "Treasure Island Act"), the specific purpose of the Authority is to promote the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of that certain property commonly known as Naval Station Treasure Island, including Treasure Island and Yerba Buena Island, and all tide and submerged lands and rights of access and other appurtenances thereto (the "Base"), for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City").*

conflict, Article V Section 15 of the Bylaws is proposed to be amended as follows (*additions in bold italics, deletions in strikethrough*):

**Article V - Section 15. Compensation of Directors**

No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, except *Directors shall only receive the Charter-determined contribution for health care benefits in accordance with San Francisco Health Service System*, and that any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.

**B. Amendments to Conflict of Interest Language**

In order to update applicable City and State laws governing Conflicts of Interest and clarify the application of the laws to Authority, additional amendments to the Bylaws are required. Deletion of the entirety of Article V Section 16 is proposed. Article V Section 16 currently reads:

**Article V - Section 16. Conflict of Interest.** A Director shall excuse himself or herself from any vote upon any matter in which that Director has a financial conflict of interest. The foregoing, however, shall not affect the right of any Director to:

- a.) Make donations to this Authority, or
- b.) Vote to fix the reasonable compensation of any Director or officer, including himself or herself, in accordance with the provisions of Section 5235 of California Corporations Code.

In addition, revision to the language of Article V Section 19 is proposed. Article V Section 19 currently reads as follows:

**Article V - Section 19. State and City Conflict of Interest Laws Applicable.**

Notwithstanding anything else contained herein, but subject to the terms of the Treasure Island Act and any applicable resolutions of the City' Board of Supervisors, including without limitation, Resolution 98-0430, the Authority and its Directors shall be subject, to the extent applicable, to the conflict of interest rules arising under Sections 15.103 and C.8105 of the City's Charter, California Government Code Sections 87100, *et. seq.* (the "Political Reform Act") and Government Code Sections 1090, *et. seq.* In addition, the Authority shall adopt a conflict of interest code as required and as provided by Implementing Regulations Section 18730 of the Political Reform Act.

In addition to administrative re-numbering of subsections within Article V to account for the deletion of Section 16, Article V Section 19 of the Bylaws is proposed to be amended as follows (*additions in bold italics, deletions in strikethrough*):

Article V - Section 198. State and City Conflict of Interest Laws Applicable. Notwithstanding anything else contained herein, but subject to the terms of the Treasure Island Act and any applicable *City ordinances or resolutions* resolutions of the City<sup>2</sup> Board of Supervisors, including without limitation, Resolution 98-0430, the Authority and its Directors shall be subject, to the extent applicable, to *all State and City* the conflict of interest, *gift and disclosure* rules *that apply to public officials and City officers, including but not limited to the San Francisco Government Ethics Ordinance, S.F. Campaign & Governmental Conduct Code Sections 3.200 et seq.;* arising under Sections 15.103 and C.8105 of the City's Charter, *the California Political Reform Act*, California Government Code Sections 87100, *et seq.*; (the "Political Reform Act") and Government Code Sections 1090, *et seq.* In addition, the Authority *delegates to the City the authority to shall adopt, and amend if necessary,* a conflict of interest code *pursuant to as required and as provided by Implementing Regulations Section 18730 of the Political Reform Act and its implementing regulations, including 2 C.C.R. § 18730.*

The proposed amendments to the Authority Bylaws have been given proper advance public notice as required by the San Francisco City Charter. A full version of the proposed Third Amended and Restated Bylaws of the Treasure Island Development Authority is attached to this Staff Summary as Exhibit A.

## RECOMMENDATION

Staff recommends approval of the item.

## EXHIBITS

- A Proposed Third Amended and Fully Restated Bylaws of the Treasure Island Development Authority
- B. 15-day Notice of Bylaw Amendment

Prepared by Peter Summerville  
for Mirian Saez, Director of Island Operations

# THIRD AMENDED AND FULLY RESTATED BYLAWS

## OF

# TREASURE ISLAND DEVELOPMENT AUTHORITY

(a California Nonprofit Public Benefit Corporation)

## ARTICLE I

### NAME

The name of this corporation is Treasure Island Development Authority ("Authority").

## ARTICLE II

### OFFICES

**Section 1. Principle Office.** The Principal office for the transaction of the activities and affairs of the Authority ("Principal Office") shall be located within the City and County of San Francisco. The Principal Office is located at: The Treasure Island Project Office, 401 Palm Avenue, Building 1, Room 237, Treasure Island, San Francisco, California 94130, or at such other place as may from time to time be designated by the Board of Directors of the Authority ("Board").

**Section 2. Change of Address.** The city and county of the Authority's principal office shall not be changed.

**Section 3. Other Offices.** The Board may at any time establish branch or subordinate offices at any place or places where the Authority is qualified to conduct its activities.

## ARTICLE III

### PURPOSE AND LIMITATIONS

**Section 1. Objectives and Purposes.** Consistent with the Articles of Incorporation of the Authority and the provisions of the Treasure Island Conversion Act of 1997 (amending Section 33492.5 of the California Health and Safety Code and adding Section 2.1 to Chapter 1333 of the Statutes of 1968) (the "Treasure Island Act"), the specific purpose of the Authority is to promote the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of that certain property commonly known as Naval Station Treasure Island, including Treasure Island and Yerba Buena Island, and all tide and submerged lands and rights of access and other appurtenances thereto (the "Base"), for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City").



**Section 2. Nonpartisan Activities.** Consistent with the Articles of Incorporation of the Authority, no substantial part of the activities of the Authority shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, as amended ("Code") and Section 23704.5 of the California Revenue and Taxation Code. The Authority shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office.

**Section 3. Dedication of Assets.** Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1 of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California, except for participation in the San Francisco Health Care System.

## ARTICLE IV

### MEMBERS

This corporation shall not be deemed to have any "members" within the meaning of Section 5056 of the California Corporations Code. Accordingly, any action that would require approval by the members shall require only approval by the Board. All rights which would otherwise vest in the members shall vest in the Board.

## ARTICLE V

### DIRECTORS

**Section 1. General Corporate Powers.** Subject to the provisions and limitations of the California Nonprofit Corporation Law, the Treasure Island Act, and any other applicable laws, the Authority's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

**Section 2. Specific Powers.** Without prejudice to the general powers set forth in Article V, Section 1 of these Bylaws, but subject to the same limitations and applicable laws, including, to the extent applicable, the Treasure Island Act, the City's Charter and the public trust for commerce, navigation and fisheries, the Directors shall have the power to:

(a) Formulate, evaluate and approve goals, objectives, plans and programs and set policies consistent with the overall objectives of the City and the final reuse plan adopted for the Base regarding the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base.

(b) Appoint and remove, at the pleasure of the Board, all the Authority's officers, agents, and employees; prescribe powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation and require from them security for faithful performance of their duties.

(c) Change the principal office or the principal business office from one location in the City to another; cause the Authority to be qualified to conduct its activities in any other state, territory, dependency, or country, and conduct its activities within or outside California.

(d) Adopt and use a corporate seal, and alter the form of the seal.

(e) Submit to the Mayor of the City and County of San Francisco (the "Mayor") and the City's Board of Supervisors an annual budget for their consideration and approve any budget modifications or fund transfers requiring the approval of the Board of Supervisors and the Mayor.

(f) Submit to the Mayor and the City's Legislative Committee and/or Board of Supervisors proposals regarding local, state or federal legislation necessary and appropriate to effectuate the purposes of the Authority, provided, however, neither the Authority nor its Directors, shall engage in any activities which would violate the Articles of Incorporation or the provisions of Article III, Section 2, of these Bylaws.

(g) Establish a Citizens Advisory Committee to advise the Authority and its Directors on issues of public interest regarding the Base.

(h) Act as the Local Reuse Authority for planning and conveyance purposes pursuant to federal base closure law.

(i) Solicit proposals regarding the development of all or portions of the Base consistent with the final reuse plan for the Base adopted by the City's Board of Supervisors.

(j) Solicit charitable contributions for the Authority.

(k) Form Joint Powers Authorities and/or enter into agency agreements with governmental agencies, including without limitation, any department, commission or agency of the City, and contract with such governmental agencies for the performance of services in furtherance of and related to the purposes of the Authority.

(l) Purchase, sell, lease, exchange, transfer, assign, pledge, develop or otherwise acquire or dispose of property located on, comprising of or necessary for the operation of the Base, and approve and enter into agreements or contracts affecting the Base, including without limitation, contracts for the procurement of goods and services (including, without limitation, construction or maintenance contracts), purchase and sale agreements, option agreements, development agreements, leases, permits, grants of easements, management agreements, joint venture or partnership agreements, and agreements with the federal government of the United States of America, the State of California, the City, or any other governmental or quasi-governmental entity (collectively, "Agreements"), and, to the extent required by the Treasure Island Act and the City's Charter, recommend such Agreements to the Mayor and the Board of Supervisors for their respective approval, provided, such Agreements shall be subject to the terms and conditions of Sections 12B and 12C of the San Francisco Administrative Code, and provided further that, any Agreements having a term in excess of

ten (10) years or anticipated revenues of one million dollars (\$1,000,000) or more shall be subject to the additional approval of the Board of Supervisors, by resolution.

(m) Maintain, manage, operate, repair and improve property acquired or controlled by the Authority.

(n) Lay out, open, widen, extend, straighten, establish, change the grade and improve, in whole or in part, rights of way necessary or convenient for the Base and grade, shape, cut, fill, locate and relocate public streets and street improvements.

(o) Insure, or provide for the insurance for, any real or personal property or the operation thereof against risks and hazards, and against liabilities of the Authority or the City or their respective officers, agents and employees.

(p) Act in the corporate name to borrow money or incur indebtedness on behalf of the Authority and cause to be executed and delivered for the Authority's purposes promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, and other evidence of debt and securities.

(q) Act in the corporate name to invest corporate funds so as to secure a reasonable return on funds not immediately needed for operating expenses or for approved projects, programs or activities.

**Section 3. Duties.** It shall be the duty of the Directors to:

(a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this Authority, or by these Bylaws.

(b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Authority.

(c) Supervise all officers, agents and employees of the Authority to assure that their duties are performed properly.

(d) Meet at such times and places as required by these Bylaws.

(e) Register their addresses with the Secretary of the Authority, so that notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

**Section 4. Number of Directors.** As provided, in the Articles of Incorporation, the Board shall consist of at least five (5) Directors. The authorized number of Directors shall not be less than five (5) nor more than seven (7) until changed by a Bylaw amending this section. The exact number of Directors shall be fixed, within the prescribed limits, by a resolution adopted by the Board. Subject to the above provisions for changing the number of Directors, the authorized number of Directors of the Authority shall be five (5). The Board shall also have one (1) non-voting, Ex-Officio Director who shall be the member of the San Francisco Board of Supervisors who represents the district which includes Treasure Island and Yerba Buena Island or, in the

event that such member of the Board of Supervisors is unable to attend an Authority Board of Directors meeting, another member of the Board of Supervisors designated by resolution of the Board of Supervisors shall serve as an Alternate Member (who shall also be a non-voting ex-officio member).

**Section 5. Restrictions on Interested Persons as Directors.** No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. However, any violation of the provisions of this paragraph shall not effect the validity or enforceability of any transaction entered into by the Authority. For purposes of this section, "interested persons" means either:

(a) any person compensated by the Authority for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or

(b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

**Section 6. Qualification of Directors.** Except for the Ex-Officio Director, Directors shall be selected based on their expertise in the areas of real estate development, urban planning, environmental protection and resource conservation, homeless assistance, financing and other disciplines relevant to the reuse of the Base.

**Section 7. Selection of Directors.** Directors shall be appointed by the Mayor, which as to those Directors appointed by the Mayor who, at the time of such appointment, are Officers of the City and County of San Francisco or Officers of the San Francisco Redevelopment Agency (together, "City Officers"), their appointment(s) shall be effective immediately and remain so, unless rejected by a two-thirds vote of the City's Board of Supervisors within thirty (30) days following transmittal of written notice to the Board of Supervisors of such appointment(s). As to those Directors appointed by the Mayor who are not City Officers, their appointment(s) shall be effective upon the approval of such appointment(s) by a majority of the Board of Supervisors. The Ex-Officio Director shall be appointed as set forth in Section 4 above.

**Section 8. Term of Office of Directors.** The Mayor shall designate one Director who is first appointed to serve a term of two years, two Directors who are first appointed to serve a term of three years, and four Directors who are first appointed to serve for a term of four years. Thereafter, each Director shall hold office for four years and until a successor has been designated and qualified. Successors for Directors whose terms of office are then expiring shall be appointed by the Mayor. There are no limits on the number of consecutive terms a Director may hold office. The Ex-Officio Director shall be a standing position for the member of the Board of Supervisors who represents the district which includes Treasure Island and Yerba Buena Island. The Alternate Member shall serve only when the Ex-Officio Director is unable to attend and only so long as the Board of Supervisors have not replaced such Alternate Member by resolution.

**Section 9. Vacancies and Removal.** A vacancy shall be deemed to exist upon the occurrence of the death or resignation of any Director, the declaration by the Board of a vacancy in the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or has been found by a final order or judgment of any court to have breached any duty under Sections 5230-5238 of the California Corporations Code, or an increase in the number of authorized Directors. Except as provided below, any Director of the Authority may resign at any time by giving written notice to the President, the Secretary, or the Board. A resignation shall be effective upon receipt of written notice by the President, the Secretary, or the Board unless the notice specifies a later time of effectiveness. Except on notice to the Attorney General of California, no Director may resign if the Authority would be left without a duly elected Director or Directors. Notwithstanding the foregoing, the Mayor may remove any Director at any time with or without cause. Any vacancies will be filled by appointment of the Mayor.

**Section 10. Place of Directors' Meetings.** Meetings of the Board shall be held at the principal office of the Authority unless a different place is designated by resolution of the Board or in the notice of such meeting.

**Section 11. Regular Meetings.** The Board by resolution may provide for the holding of regular meetings and may fix the time and place of holding such meetings.

**Section 12. Special Meetings.** Subject to Section 14 of this Article V, below, special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

**Section 13. Quorum and Manner of Action.** A majority of the total number of authorized Directors shall constitute a quorum for the transaction of business by the Board, except that less than a quorum may adjourn from time to time. No action may be taken by the Board except upon the affirmative vote of a majority of the total number of authorized Directors. Neither the presence of the Ex-Officio Director nor the Alternate Member shall be counted for purposes of determining a quorum.

**Section 14. Notice; Conduct of Meeting.** All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, being Sections 54950 to 54962 thereof) and the San Francisco Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code). The President or, in his or her absence, the Chief Financial Officer, shall preside at all meetings of the Board.

**Section 15. Compensation of Directors.** No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, except Directors shall only receive the Charter-determined contribution for health care benefits in accordance with San Francisco Health Service System, and any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.



**Section 16. Loans and Self-Dealing Transactions.**

A. **Loans.** The Authority shall not make any loan of money or property to or guarantee the obligation of any Director or officer; provided however, that the Authority may advance money to a Director or officer of the Authority or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such officer or Director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

B. **Self-Dealing Transactions.** The Board shall not approve a self-dealing transaction. A self-dealing transaction is one to which the Authority is a party and in which one or more of the Directors has a material financial interest and which does not meet the requirements of Subsection C below.

C. **Exemption Requirements.** The following transactions are exempted from the prohibition of Subsection B above:

(1) a transaction which is part of a public or charitable program approved in good faith by the Board without unjustified favoritism and which results in a benefit to one or more Directors or their families only because they are in a class of persons intended to be benefited by the program;

(2) a transaction which has been approved by the California Attorney General before or after it was consummated; and

(3) a transaction which the Board, having knowledge of the material facts concerning the transaction and the Director's interest in the transaction, authorizes before the transaction (by a vote of a majority of the Directors then in office without counting the vote of the interested Director) after considering and in good faith determining, upon reasonable investigation under the circumstances, that (a) the transaction will be entered into by this Authority for its own benefit, (b) the transaction is fair and reasonable as to the Authority, and (c) the Authority could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

**Section 17. Rights.** Every Director shall have the absolute right at any reasonable time to inspect the Authority's books, records, documents of every kind, physical properties, and the records of each of its subsidiaries. Such inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

**Section 18. State and City Conflict of Interest Laws Applicable.** Notwithstanding anything else contained herein, but subject to the terms of the Treasure Island Act and any applicable City ordinances or resolutions, the Authority and its Directors shall be subject, to the extent applicable, to all State and City conflict of interest, gift and disclosure rules that apply to public officials and City officers, including but not limited to the San Francisco Government Ethics Ordinance, S.F. Campaign & Governmental Conduct Code Sections 3.200 et seq.; the California Political Reform Act, California Government Code Sections 87100, et seq.; and Government Code Sections 1090, et seq. In addition, the Authority delegates to the City the



authority to adopt, and amend if necessary, a conflict of interest code pursuant to the Political Reform Act and its implementing regulations, including 2 C.C.R. § 18730.

## ARTICLE VI

### COMMITTEES

**Section 1. Committees of Directors.** The Board may, by resolution adopted by a majority of the Directors then in office, provided a quorum is present, create one or more committees, each consisting of two or more Directors and no persons who are not Directors, to serve at the pleasure of the Board. Appointments to such committees shall be made by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee, to the extent provided in the Board resolution, shall have all the authority of the Board, except that no committee, regardless of any Board resolution, may:

- (a) Approve any action that, under the California Nonprofit Corporation Law, also requires the affirmative vote of the members of a public benefit corporation.
- (b) Fill vacancies on the Board or on any committee that has the authority of the Board.
- (c) Amend or repeal Bylaws or adopt new Bylaws.
- (d) Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable.
- (e) Create any other committees of the Board or appoint the members of committees of the Board.
- (f) Approve any self-dealing transaction, except as provided by Section 5233 of the California Corporations Code.

**Section 2. Meetings and Action of Committees.** Except as otherwise provided in this Article VI, meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of Article V of these Bylaws concerning meetings of Directors, with such changes in the content of those Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws or, in the absence of rules adopted by the Board, the committee may adopt such rules.

## ARTICLE VII

### OFFICERS

**Section 1. Officers.** The officers of this Authority shall be a President, a Secretary, and a Chief Financial Officer. The Authority may also have, at the Board's discretion, a Chairperson of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Financial Officers, and such other officers as may be appointed in accordance with Article VII, Section 2 of these Bylaws. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President. The officers of the Authority, except those appointed under Article VII, Section 2 of these Bylaws, shall be chosen annually by the Board and shall serve at the pleasure of the Board, subject to the rights, if any, of any officer under any contract of employment and, to the extent applicable, the City's Civil Service System, as provided in Article X of the City's Charter.

**Section 2. Other Officers.** The Board may appoint and may authorize, the President, or other officer, to appoint any other officers that the Authority may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

**Section 3. Removal of Officers.** Without prejudice to any rights of an officer under any contract of employment, any officer may be removed with or without cause by the Board and also, if the officer was not chosen by the Board, by any officer on whom the Board may confer that power of removal.

**Section 4. Resignation of Officers.** Any officer may resign at any time by giving written notice to the Authority. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified by that notice and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this Authority under any contract to which the officer is a party.

**Section 5. Vacancies in Office.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided, however, that vacancies need not be filled on an annual basis.

**Section 6. President.** The President shall preside at meetings of the Board and shall exercise and perform such other powers and duties as the Board may assign from time to time.

**Section 7. Vice Presidents.** If the President is absent or disabled, the Vice Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice President designated by the Board, shall perform all duties of the President. When so acting, a Vice President shall have all the powers of and be subject to all restrictions on the President. The President shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**Section 8. Secretary.** The Secretary shall perform or cause to be performed the following acts:

(a) The Secretary shall keep or cause to be kept, at the Authority's principal officer or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special, and, if special, how authorized; the notice given, written waivers of notice of meeting, written consents to holding meeting, written approvals of minutes of meeting, and unanimous written consents to action of the Board without a meeting, and similarly as to meetings of committees of the Board; and the names of those present at Board and committee meetings.

(b) The Secretary shall keep or cause to be kept, at the principal office in California, a copy of the Articles of Incorporation and Bylaws, as amended to date, and a copy of all certificates filed with the Secretary of State.

(c) The Secretary shall keep or cause to be kept, at the Authority's principal office or at a place determined by resolution of the Board, a record of the Authority's Directors, showing each Director's name and address.

(d) The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(e) The Secretary shall keep or cause to be kept the corporate seal, if any, in safe custody.

(f) The Secretary shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**Section 9. Chief Financial Officer.** The Chief Financial Officer shall perform or shall cause to be performed the following acts:

(a) The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records or accounts of the Authority's properties and transaction, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements and prepare an annual budget for submission to the City.

(b) The Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

(c) The Chief Financial Officer shall prepare and submit or cause to be prepared and submitted any accounting and tax forms as may be required by local, state and federal law.

(d) The Chief Financial Officer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Authority.

(e) The Chief Financial Officer shall render or cause to be rendered to the President and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Authority.

(f) If required by the Board, the Chief Financial Officer shall give the Authority a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Authority of all books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

(g) The Chief Financial Officer shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**Section 10. Compensation.** Subject to the budget and fiscal provisions of the City's Charter, officers may receive such compensation from the Authority, if any, for their services as officers, and such reimbursement of expenses, as the Board may recommend by resolution to be just and reasonable as to the Authority at the time that the resolution is adopted.

**Section 11. Execution of Instruments.** Subject to the budget and fiscal provisions of the City's Charter any and all instruments executed in the name of the Authority, including, but not limited to, contracts, agreements, purchase orders, notes, deeds, deeds of trust, mortgages, leases, security agreements, checks and drafts issued, endorsements of checks and drafts received, certificates, applications and reports, shall be executed by one or more officers, employees or agents of the Authority as authorized from time to time by the Board. Such authorization may be general or confined to specific instances. The respective offices and duties thereof as established and defined in this Article VII and by resolution of the Board include, except as otherwise provided, the authority to execute instruments in the name of the Authority when the execution of the instrument is incident to carrying out the duties of the offices.

**Section 12. Checks, Drafts, etc.** Subject to the budget and fiscal provision of the City's Charter, the Board may by resolution authorize from time to time such person or persons as it may designate to sign and/or countersign checks or drafts drawn on the funds of the Authority, and may also by resolution authorize any officer of the Authority to designate from time to time any person or persons to sign and/or countersign checks or drafts drawn on the funds of the Authority.

**Section 13. Agency Agreements.** The Board may by resolution authorize the Authority to enter into joint powers agreements and/or agency agreements with governmental agencies, including without limitation, any department, commission or agency of the City, and contract with such governmental agencies for the performance of services in furtherance of and related to the purposes of the Authority, including, without limitation, the performance of the duties, rights and responsibilities designated to the Officers of the Authority in this Article VII.

## ARTICLE VIII

### RECORDS AND REPORTS

**Section 1. Maintenance of Corporate Records.** The Authority shall keep:  
(a) adequate and correct books and records of accounts; (b) written minutes of the proceedings of the Board and committees of the Board; and (c) a record of each Director's name and address.

**Section 2. Annual Report.** The Board shall cause an annual report to be prepared within 120 days after the end of the Authority's fiscal year (the "Annual Report"). The Annual Report shall contain the following information, in appropriate detail, for the fiscal year:

(a) The assets and liabilities, including trust funds, of the Authority as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds.

(c) The revenue or receipts of the Authority, both unrestricted and restricted to particular purposes.

(d) The expenses or disbursements of the Authority, for both general and restricted purposes.

(e) Any information required by California Corporations Code Section 6322.

A copy of the Annual Report and a summary thereof shall be presented to the Mayor and the Board of Supervisors by the President of the Authority within 60 days after the completion of each year's Annual Report.

**Section 3. Board of Supervisors Reports.** The Board shall cause a quarterly report to be presented to the Economic Development, Transportation and Technology Committee of the Board of Supervisors or any successor committee with oversight of the Base describing generally the activities of the Authority for the preceding quarter.

## ARTICLE IX

### INDEMNIFICATION AND INSURANCE

**Section 1. Right of Indemnity.** The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Authority, including penalties. To the fullest extent permitted by law, the Authority shall indemnify its Directors, officers, employees, and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the Authority, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this Article IX, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

**Section 2. Approval of Indemnity.** On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations

Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

**Section 3. Advancement of Expenses.** To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Article IX, Sections 1 and 2 of these Bylaws in defending any proceeding covered by those Sections shall be advanced by the Authority before final disposition of the proceeding, on receipt by the Authority of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Authority for those expenses.

**Section 4. Insurance.** The authority shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Directors, officers, employees, and other agents, against any liability asserted against or incurred by any Director, officer, employee, or agent in such capacity, or arising out of the Director's, officer's, employee's, or agent's status as such.

## ARTICLE X

### MISCELLANEOUS

**Section 1. Fiscal Year.** The fiscal year of this Authority shall begin July 1 and end June 30 of each year, except for the first fiscal year, which shall begin on the date of incorporation and end June 30, 1998.

**Section 2. Corporate Seal.** This Authority may have a seal which shall be specified by resolution of the Board. The seal, if any, shall be affixed to all corporate instruments, but failure to affix it shall not affect the validity of the instrument.

**Section 3. Amendment of Bylaws.** New Bylaws may be adopted or these Bylaws may be amended or repealed by approval or written consent of a majority of the Directors. No amendment to these Bylaws nor any new Bylaws shall be valid or become effective without the written consent of the Mayor.

**Section 4. Construction and Definitions.** Unless the context requires otherwise, the general provisions, rules or construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a legal entity and a natural person.

**Section 5. Gambling and Gaming.** No card rooms, casinos or any other type of gambling or gaming activities (except solely for the sale of LOTTO tickets or other programs run by the California State Lottery System to the extent otherwise permitted in San Francisco) shall be permitted on the Base, even if the Constitution of the State of California is amended to permit such gambling or gaming activities.



### CONSENT OF THE MAYOR

I, Edwin M. Lee, the Mayor of the City and County of San Francisco, on this \_\_\_\_ day of April, 2012, hereby consent to and approve of these Third Amended and Fully Restated Bylaws of the Treasure Island Development Authority and any changes or amendments herein from the Bylaws of the Treasure Island Development Authority first adopted on February 25, 1998.

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Mayor Edwin M. Lee

### CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Treasure Island Development Authority, a California nonprofit public benefit corporation, that the above Bylaws, consisting of fourteen (14) pages, are the Third Amended and Fully Restated Bylaws of this Authority as adopted by the Authority on April \_\_, 2012, and that they have not been amended or modified since that date.

Executed on April \_\_, 2012 at the City Hall in San Francisco, California.

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Larry Mazzola, Jr., Secretary

# April 19, 2012

## Notice of Proposed Bylaws Amendment

### NOTICE OF PROPOSED AMENDMENT TO THE BYLAWS OF THE TREASURE ISLAND DEVELOPMENT AUTHORITY TO BE ACTED UPON AT THE MEETING OF APRIL 19, 2012.

This notice is issued pursuant to Charter Section 4.104 (a)(1) and Article XI – Amendment of the Bylaws of the Treasure Island Development Authority requiring circulation of proposed amendments in writing to all Commissioners and notice to the public at least ten (10) days prior to such meeting.

The following provisions are proposed for amendment:

Article III-Section 3

Article V-Section 15

Article V-Section 16

Article V-Reorder of Section 16-18

Article V-Section 19

#### Current Text: Article III - Section 3. Dedication of Assets

Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1 of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California.

#### Proposed Changes: Article III - Section 3. Dedication of Assets

Consistent with the Articles of Incorporation of this corporation, all funds shall be used for the purposes designated in Article III, Section 1 of these Bylaws. No part of the net earnings or assets of this Authority shall inure to the benefit of its Directors, trustees, or officers, or to any private person excepting only the City or the State of California, *except for the participation in the San Francisco Health Service System.*

#### Current Text: Article V -Section 15. Compensation of Directors

No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, except any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.

#### Proposed Changes: Article V -Section 15. Compensation of Directors

No Director shall be entitled to receive any compensation for serving as a Director or as an officer of the Authority, *except for health care benefits, and that* any Director or officer may be reimbursed for expenses duly incurred in the performance of duties as Director or officer of the Authority, upon approval of the Board.

Current Text: Article V -Section 16. Conflict of Interest. A Director shall excuse himself or herself from any vote upon any matter in which that Director has a financial conflict of interest. The foregoing, however, shall not affect the right of any Director to:

(a) Make donations to this Authority, or

(b) Vote to fix the reasonable compensation of any Director or officer, including himself or herself, in accordance with the provisions of Section 5235 of California Corporations Code

Proposed Text: Article V-Section 16. Conflict of Interest

~~A Director shall excuse himself or herself from any vote upon any matter in which that Director has a financial conflict of interest. The foregoing, however, shall not affect the right of any Director to:~~

~~(a) Make donations to this Authority, or~~

~~(b) Vote to fix the reasonable compensation of any Director or officer, including himself or herself, in accordance with the provisions of Section 5235 of California Corporations Code~~

Current Text: Article V-Section 19. State and City Conflict of Interest Laws Applicable.

Notwithstanding anything else contained herein, but subject to the terms of the Treasure Island Act and any applicable resolutions of the City' Board of Supervisors, including without limitation, Resolution 98-0430, the Authority and its Directors shall be subject, to the extent applicable, to the conflict of interest rules arising under Sections 15.103 and C.8105 of the City's Charter, California Government Code Sections 87100, et. seq. (the "Political Reform Act") and Government Code Sections 1090, et. seq. In addition, the Authority shall adopt a conflict of interest code as required and as provided by Implementing Regulations Section 18730 of the Political Reform Act.

Proposed Text: Article V- Section 198. State and City Conflict of Interest Laws Applicable.

Notwithstanding anything else contained herein, but subject to the terms of the Treasure Island Act and any applicable City ordinances or resolutions resolutions of the City' Board of Supervisors, including without limitation, Resolution 98-0430, the Authority and its Directors shall be subject, to the extent applicable, to all State and City the conflict of interest, gift and disclosure rules that apply to public officials and City officers, including but not limited to the San Francisco Government Ethics Ordinance, S.F. Campaign & Governmental Conduct Code Sections 3.200 et seq.; arising under Sections 15.103 and C.8105 of the City's Charter, the California Political Reform Act, California Government Code Sections 87100, et seq.; (the "Political Reform Act") and Government Code Sections 1090, et seq. In addition, the Authority delegates to the City the authority to shall adopt, and amend if necessary, a conflict of interest code pursuant to as required and as provided by Implementing Regulations Section 18730 of the Political Reform Act and its implementing regulations, including 2 C.C.R. § 18730.

This is to certify that the above notice was issued on April 3, 2012

1 [Amending the Bylaws of the Treasure Island Development Authority.]

2 **Approving Amendments to the Bylaws of the Treasure Island Development Authority to**  
3 **Allow the Authority Board of Directors to Participate in the San Francisco Health**  
4 **Service System and to Update the Conflict of Interest Provisions**

5 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
6 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
7 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
8 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
9 conversion of former Naval Station Treasure Island (the "Base") for the public interest,  
10 convenience, welfare and common benefit of the inhabitants of the City and County of  
11 San Francisco; and,

12 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
13 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to  
14 Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the  
15 Authority as a redevelopment agency under California redevelopment law with authority over  
16 the Base upon approval of the City's Board of Supervisors, and, (ii) with respect to those  
17 portions of the Base which are subject to the Tidelands Trust, vested in the Authority the  
18 authority to administer the public trust for commerce, navigation and fisheries as to such  
19 property; and,

20 WHEREAS, The Board of Supervisors approved the designation of the Authority as a  
21 redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated  
22 February 6, 1998; and,

23 WHEREAS, On February 25, 1998, the Board of Directors for the Authority approved  
24 and adopted the Bylaws of the Authority, and on May 20, 1998, the Board of Directors for the  
25 Authority approved and adopted the First Amended and Restated Bylaws of the Authority, and

on April 14, 2004 the Board of Directors for the Authority approved and adopted the Second Amended and Restated Bylaws of the Authority; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and

WHEREAS, Treasure Island Development Authority Directors (Directors) have opted to participate in the San Francisco Health Service System (HSS); and

WHEREAS, at its March 14, 2012 meeting, the Authority Board passed resolution 11-78-03/14 providing that Directors are eligible to participate in the Health Service System of the City and County of San Francisco, and Directors shall only receive the Charter-determined contribution for health care benefits by the Authority for such benefits; and

WHEREAS, in order to accomplish this goal, the Authority would have to amend the Authority Bylaws to (i) allow for dedication of Authority assets towards the Charter-determined Employer Contributions to HSS and (ii) to allow for Directors to receive compensation in the form of health care benefits in accordance with San Francisco Health Service System; and

WHEREAS, Upon consideration, the Authority Board of Directors determined that it would be appropriate to amend the Authority Bylaws Article III, Section 3, Dedication of Assets and Article V, Section 15, Compensation of Directors to allow for dedication of Authority assets towards Employer Contributions to HSS and to allow for Directors to receive compensation in the form of health care benefits in accordance with San Francisco Health Service System; and

1 WHEREAS, revisions to applicable City and County of San Francisco and State of  
2 California conflict of interest codes and ordinance must be updated in the Authority's Bylaws;  
3 and

4 WHEREAS, Upon consideration, the Authority Board of Directors determined that it  
5 would be appropriate to amend the Authority Bylaws by deleting Article V Section 16 and  
6 revising Article V Section 19 to reflect consistency with these recent revisions to applicable  
7 codes and ordinances; now therefore, be it,

8 RESOLVED, That the Authority Board of Directors hereby adopts and approves the  
9 Third Amended and Fully Restated Bylaws of the Treasure Island Development Authority (the  
10 "Third Amended Bylaws"), a red-lined copy of which (marked to show changes from the  
11 Second Amended and Restated Bylaws) is attached to this Resolution as Exhibit A, and the  
12 Secretary of the Authority is hereby directed to execute a Certificate of Adoption of said Third  
13 Amended Bylaws and forward to the Mayor for approval, and insert the Third Amended  
14 Bylaws as so certified in the Minute Book of the Authority and to keep a copy of such Minute  
15 Book at the principal office of the Authority.



CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on April 19, 2012.

Larry Mazzola, Jr., Secretary





**AGENDA ITEM 7c**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of April 11, 2012**

**Subject:** Resolution Authorizing the Director of Island Operations to Execute a Use Permit with Hartmann Studios, Inc. for Production of the Oracle OpenWorld Appreciation Event in 2012 (Action Item)

**Contact:** Mirian Saez, Director of Island Operations

**Phone:** 415-274-0660

**BACKGROUND**

For the previous four years, the Authority has entered into a Use Permit with Hartmann Studios Inc. ("Hartmann"), an event production company headquartered in Richmond, CA, for Hartmann to produce the Oracle OpenWorld Appreciation Event on Treasure Island. The Appreciation event is a private event for Oracle Corporation's clients and customers held at the end of the yearly OpenWorld Convention held in San Francisco. Hartmann Studios utilized Hangar 3, the Hangar 3 parking lot, Pier 1, and unimproved areas surrounding the vicinity of Hangar 3 for event set-up, production of the event and production support. Additional parking lots on-Island were utilized for transportation, staging and parking needs on the night of the event only. The 2011 Appreciation Event was attended by approximately 25,000 guests throughout the course of the evening, with all guests transported on and off the Island by shuttle buses. Due to the success of the 2011 Appreciation Event on-Island, Hartmann Studios has approached Project Office staff requesting a Use Permit to allow for production of the Appreciation Event on-island again in 2012.

**TERMS OF USE PERMIT**

The term of the Use Permit is from September 5, 2012 through October 14, 2012. Hartmann request includes set-up and take-down while the Appreciation Event is a one day event that will take place on October 3, 2012. Due to the amount of space necessary for production of the Appreciation Event, Project staff and Hartmann have negotiated a Permit Fee of \$95,000 for the requested Premises, a nearly 6% increase of the 2011 Permit Fee. The Permit Fee is calculated including daily use fees for Hagar 3 and per-square-foot fees for the streets and unimproved lands used by the Event, approximately \$145,000. Project staff credited Hartmann for cost incurred for site preparation and cleanup made during the 2011. As in previous years, the Permit Fee reflects no-fee use of portions of California Avenue, 3<sup>rd</sup> and 3th Streets, Avenue F, H, M and N used by the Event. A map of the proposed Event Premises is attached as Exhibit A. Based on staff's review of fees charged for events at similar local venues, the new revenue generated from otherwise vacant parcels of land, the jobs created through the TIHDI Job Broker program, and the overall economic benefit to the City of San Francisco provided by the yearly OpenWorld Conference, Authority staff believes the proposed \$95,000 Permit Fees represent fair

market value for the Premises. Finally, the Use Permit was produced including new boiler plate language regarding prevailing wage for Theatrical Workers, and Resource Conservation and Sustainability. Authority Board approval of the Use Permit for 2012 is required because the final proposed Permit Fee for the OpenWorld Appreciation Event is reduced from what the total rate would be if all venue use fees and rates for unimproved land were calculated using the Authority's Special Event and Commercial Leasing rate schedule.

The Use Permit Premises are subject to the Navy Master Leases for the South Waterfront Area, Event Venues and Land and Structures, which expire November 30, 2012.

Hartmann has produced numerous events on Treasure Island over the past several years. During the 2011 Appreciation Event, Hartmann Studios was attentive to Project Office staff needs and Island requirements, including coordinating appropriate mass transportation methods, limiting overall impact on Treasure and Yerba Buena Islands, and working with commercial tenants in the immediate vicinity of the Premises, and communicating with housing residents prior and during the event through an Event Hotline.

#### **FINANCIAL IMPACT**

This event will provide Authority Special Events Revenues of \$95,000 in FY2012-2013, nearly a 6% increase over last year's fee.

#### **RECOMMENDATION**

Staff recommends approval of these items and authorization for the Director of Island Operations or her designee to execute said Use Permits with Hartmann Studios Inc. for production of the Oracle OpenWorld Appreciation Event in 2012.

**Exhibit A: Use Permit between TIDA and Hartmann Studios for 2012**

**Exhibit B: Map of proposed footprint for Hartmann Studios Use Permits**

Prepared by: Peter Summerville, Leasing Manager  
For: Mirian Saez, Director of Island Operations

**Exhibit A**  
**P-533**  
**USE PERMIT**

**THIS USE PERMIT** (this "Permit") dated for reference only as of September 5, 2012 is made by and between the Treasure Island Development Authority ("Authority") and Hartmann Studios, Inc., a California corporation ("Permittee").

**RECITALS**

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for Event Venues Naval Station Treasure Island, and that certain Lease between the United States of America and Treasure Island Development Authority for South Waterfront Naval Station Treasure Island, and that certain Lease between the United States of America and Treasure Island Development Authority for Land and Structures Naval Station Treasure Island and License between the Treasure Island Development Authority and the Department of the Navy(collectively, the "Master Lease" or "Master Leases"), by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use that certain property located on Naval Station Treasure Island (the "Property"), as more particularly described in the Master Lease; and

WHEREAS, Permittee seeks to use a portion of the Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

**1. Basic Permit Information**

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

Authority:	TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation
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Permittee:	HARTMANN STUDIOS, INC., a California corporation
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Premises (Section 2):

**Parcel A:** Building 3, the surrounding paved land adjacent to Building 3 bounded by Avenue F, California Avenue, and the southern shoreline of Treasure Island and the paved land located adjacent to Building 3 more commonly known as the Building 3 parking lot ; and

**Parcel B:** Land located at the triangular lot at California Avenue, Avenue M, Avenue N and 3<sup>rd</sup> Street; and

**Parcel C:** Land located at California Avenue and Avenue M between 3<sup>rd</sup> Street and Avenue I; and

**Parcel D:** Land located between Avenue M, Avenue I, 3<sup>rd</sup> Street and 2nd Street; and

**Parcel E:** Land located between Avenue M, Avenue I, 4th Street and 3<sup>rd</sup> Street; and

**Parcel F:** Paved land located at the Great Lawn Parking Lot and Southside of Building 452, the Barracks; and

**Parcel G:** Paved land located between California Avenue, 4<sup>th</sup> Street, Avenue B and Avenue C; more commonly known as the Eucalyptus Parking Lot; and

**Parcel H:** Land located between Avenue M, Avenue I, 4<sup>th</sup> Street and 5th Street; and.

**Parcel I:** Paved land located at California Avenue between Avenue D and Avenue F; more commonly known as the Nimitz Conference Center Parking Lot; and

**Parcel J :** approximately 120,000 square feet of paved land located adjacent to the east and south of Building 2 at First Street between Avenue D and Avenue H.

All as more particularly shown on Exhibit B, attached hereto.

Structural Report (Section 5):

[Insert the title and date of the Structural Report. If there is no Structural Report for the Premises, type in "None" here and on Exhibit D. If there is a Structural Report, include the following language on the cover sheet for Exhibit D: "The Structural Report, among other matters, notes that during an earthquake of magnitude 7 or greater, the buildings and any other structures or improvements located on or about the Premises may not provide life-safety for occupants in the event of an earthquake."]

Permitted Use (Section 6):

To produce the Oracle Open World 2012 Appreciation Event, and for no other purpose whatsoever

Parking Rights (Section 7):

No more than 1,500 vehicles are permitted to park at the Premises for the event. All vehicles must be parked within the Premises as shown on Exhibit B, at all times.

Permit Fees (Section 11):

Ninety Five Thousand Dollars (\$95,000)

Term (Section 12):

Parcels A, B, C, D, E, F, I, K:

Commencement Date and Time:

September 5th, 2012 at 12:01AM

Expiration Date and Time:

October 14th, 2012 at 11:59 PM

Parcels G, H, J:

Commencement Date and Time:

October 2, 2012 at 12:01 A.M.

Expiration Date and Time:

October 4, 2012 at 11:59 P.M.

October 3, 2012 is the Event Date. All other dates shall be for set-up and take-down purposes only.

Utilities (Section 19):

Permittee shall contract directly with the San Francisco Public Utilities Commission (PUC) for utilities and shall pay associated costs directly to PUC

Additional Permittee Requirements:

This Use Permit is issued only upon compliance with the following requirements, subject to review by the Authority and the applicable City and County of San Francisco permitting departments:

- Approval by the San Francisco Police Department of a Transportation Management Plan addressing event traffic flow for arrival to and exit from Treasure Island; and of a Security Plan for the event. Reasonable and customary SF Police Officers needed for the event will be at the full cost of Hartmann Studios.
- Approval by the San Francisco Department of Emergency Management of an Event Medical Plan.
- Proof of issuance of all event-specific permits required by San Francisco Fire Department, Department of Building Inspection, San Francisco Entertainment Commission and Department of Public Health related to public assembly, temporary erection of tenting and other temporary structures, open flame, hazardous materials storage, amplified sound and food and beverage service. Reasonable and customary SFFD staffing needed for the event will be at the full cost of Hartmann Studios.
- Submittal to the Authority of a Waste Reduction Plan for the event, including proof of refuse service, a detailed recycling plan and/or proof of an event contract with an event recycling organization approved by the City and County of San Francisco's Department of the Environment.

Insurance Limits (Section 21):

Worker's Compensation Insurance - statutory amounts

Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident or occurrence

Comprehensive or Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage

Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage

Address for Notices (Section 26):

Authority:

Treasure Island Development Authority  
One Avenue of the Palms  
2<sup>nd</sup> Floor  
Treasure Island  
San Francisco, CA 94130  
Attn.: Director of Island Operations  
Phone No.: (415) 274-0660  
Fax No.: (415) 274-0299

Permittee:

Hartmann Studios Incorporated  
70 West Ohio Avenue, Suite H  
Richmond, CA 94804

Attn.: Mike Guelfi  
Phone No.: 510-232-5030  
Fax No.: 510-232-4301

Security Deposit (Section 33):

Forty Seven Thousand Five Hundred Dollars  
(\$47,500.00)

**2. License of Premises.** Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

3. **Inspection of Premises.** Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

4. **As Is; Disclaimer of Representations.** Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. **Seismic Report and Structural Report.** Without limiting Section 4 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. **Use of Premises.** Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information. Permittee shall not use, and Permittee shall prohibit

Permittee's Agents and Permittee's Licensees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.

(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority property.

7. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on Exhibit B attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit H. Further public transportation information is also available on-line at <http://www.511.org>.



8. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on workshops and approved recycling services.
- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling ([www.sfrecycling.com](http://www.sfrecycling.com) or 330-1300).

Fish and Game Code Section 5652 makes it unlawful to deposit, pass into, or place where it can pass into the waters of the state, or to abandon, dispose of, or throw away, within 150 feet of the high water mark of the waters of the state, any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird. Permittee shall comply with the provisions of this Section, including but not limited to, prohibiting the release of balloons or any other material that is consistent with this provision.

9. **Subject to Authority and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

10. **Alterations.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its

sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

**10.1 Prevailing Wage for Theatrical Workers.** Permittee agrees that the use of property owned or leased by Authority shall require any Individual engaged in theatrical or technical services related to the presentation of a "Show" to be paid not less than the Prevailing Rate of Wages in accordance with Administrative Code Section 21C.7. A "Show" shall mean any live act, play, review, pantomime, scene, music, song, dance act, song and dance act, or poetry recitation provided in front of a live audience or recorded for the purpose of later presentation, but shall not include an event where a person solely plays pre-recorded music or pre-recorded performances so long as no other live performance is provided. Individuals engaged in theatrical and technical services include, without limitation, those engaged in rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services. Permittee agrees to comply with and be fully bound by the provisions of Administrative Code Section 21.C-4 and 21.C-7, including, without limitation, the payment of any penalties for noncompliance and other remedies available to Authority or the City and County of San Francisco ("City"). Permittee shall cooperate fully with the San Francisco Labor Standards Enforcement Officer and any other City official or employee, or any of their respective agents, in the administration and enforcement of the requirements of Administrative Code Section 21.C-4 and 21.C-7, including, without limitation, any investigation of noncompliance by Permittee or its Subcontractors. Permittee agrees that the Authority or the City may inspect and/or audit any workplace or job site involved in or related to the performance of this Use Permit, including, without limitation, interviewing Permittee's and any Individual covered by this provision, including providing immediate access to time sheets, payroll records, and paychecks for inspection. Permittee may obtain a copy of the current Prevailing Rate of Wages from City by contacting its Office of Labor Standards Enforcement. Permittee acknowledges that the City's Board of Supervisors may amend such Prevailing Rate of Wages and agrees that Permittee shall be bound by and shall fully comply with any such amendments by the Board of Supervisors. Intellectual Property; Music Broadcasting Rights. Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property on the Premises, including, but not limited to musical or other performance rights. To the extent there is a conflict between this provision and Administrative Code Section 21.C-4 and 21.C-7, this provision shall prevail.

**11. Permit Fee.** Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

**12. Term of Permit; Revocability.** The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant

to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

**13. Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations and regulating the posting of signs on public property. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g., General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

**14. Security.** In addition to the Permit Fee described in Section 11 above, Permittee shall provide the security, police and medical support services described on Exhibit E, attached hereto, at its sole cost and expense.

**15. Rules and Regulations.** In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit F. Authority reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

**16. Surrender; No Holding Over.** Upon the expiration of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

If Permittee fails to surrender the Premises to Authority upon the expiration or earlier termination of this Permit as required by this Section, Permittee shall indemnify, protect, defend and hold harmless forever ("Indemnify") Authority against all claims, demands, losses,

liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") resulting therefrom, including, without limitation, Losses made by a succeeding permittee resulting from Permittee's failure to surrender the Premises. Permittee shall have no right to hold over without the prior written consent of Authority, which consent may be withheld in Permittee's sole and absolute discretion. If Permittee holds over the Premises or any part thereof after expiration or earlier termination of this Permit, such holding over shall be terminable upon written notice by Permittee, and the Permit Fee shall be increased to two hundred percent (200%) of the Permit Fee in effect immediately prior to such holding over, calculated on a per diem basis, and such holdover shall otherwise be on all the other terms and conditions of this Permit. This Section shall not be construed as Authority's permission for Permittee to hold over. Acceptance of any holdover Permit Fee by Authority following expiration or termination of this Permit shall not constitute an extension or renewal of this Permit.

**17. Repair of Damage.** If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Authority may make such repairs or behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

**18. Public Safety.** Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.

**19. Utilities.** Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

## **20. Release and Waiver of Claims; Indemnification**

**20.1. Release and Waiver of Claims.** Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 20.1(a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever



RELEASES, WAIVES AND DISCHARGES, the Authority from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 20.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.

(e) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

**20.2. Acknowledgment.** Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

**20.3. Permittee's Indemnity.** Permittee, on behalf of itself and Permittee's Agents, shall Indemnify the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable

under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 20.3 shall remain in full force and effect regardless of whether or not the Authority' decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 20.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.

## **21. INSURANCE**

**21.1. Permittee's Insurance.** Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

**21.2. Claims Made Policy.** Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

**21.3. Annual Aggregate Limit.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.



**21.4. Additional Insureds.** Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

**21.5. Payment of Premiums.** Permittee shall pay all the premiums for maintaining all required insurance.

**21.6. Waiver of Subrogation Rights.** Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

**21.7. General Insurance Matters.**

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

**21.8. No Limitation on Indemnities.** Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

**21.9. Lapse of Insurance.** Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

**21.10. Permittee's Personal Property.** Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

22. **No Assignment.** This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

23. **No Joint Venture or Partnership; Independent Contractor.** This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.

24. **Impossibility of Performance.** If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.

25. **Possessory Interest Taxes; Payment of Taxes.** Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

26. **Notices.** Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in the Basic Permit Information. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

27. **MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

## **28. Non-Discrimination.**

**28.1 Covenant Not to Discriminate.** In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

**28.2 Subcontracts.** Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 28.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

**28.3 Non-Discrimination in Benefits.** Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

**28.4 Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

**29. Tropical Hardwoods and Virgin Redwood.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

**30. No Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of

the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

**31. Conflicts of Interest.** Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

**32. Food Service Waste Reduction.** Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

**33. Security Deposit.** Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 33, Authority shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

**34. Notification of Limitations on Contributions.** Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the

selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

**35. Intellectual Property; Music Broadcasting Rights.** Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including, but not limited to musical or other performance rights. (Note to Permittee: To obtain the appropriate music performance license, you may contact the BMI Licensing Executive toll free at 1-877-264-2137 Monday – Friday, 9-5 p.m. (Central Time) and the American Society of Composers, Authors and Publishers ("ASCAP") at 1-800-505-4052 Monday – Friday, 9-5 p.m. (Eastern Time)).

**36. TIHDI Job Broker.** Permittee shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit G.

**37. Wages and Working Conditions.** Permittee agrees that any person performing labor in the construction of any improvements and any Alterations to the Premises, which Permittee provides under this Permit, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Permittee shall include, in any contract for construction of such improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Permittee shall require any contractor to provide, and shall deliver to Authority upon request, certified payroll reports with respect to all persons performing labor in the construction of such improvement work or any Alterations to the Premises.

**38. General Provisions.** (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be



entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

**PERMITTEE:**

Hartmann Studios Inc.,  
a California Corporation,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORITY:**

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Mirian Saez  
Director of Island Operations

**APPROVED AS TO FORM:**

DENNIS J. HERRERA,  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Permit Prepared By Jack Nathanson, Special Events Manager \_\_\_\_\_

(Initial)

## EXHIBIT A

Master Lease(s) between TIDA and United States Navy

## EXHIBIT B

### Premises

## EXHIBIT C

*"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,"* prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995

## EXHIBIT D

### Structural Report

(If for outdoor space or facility without structural report,  
list "None")

## EXHIBIT E

### Security



EXHIBIT F

Rules and Regulations

EXHIBIT G

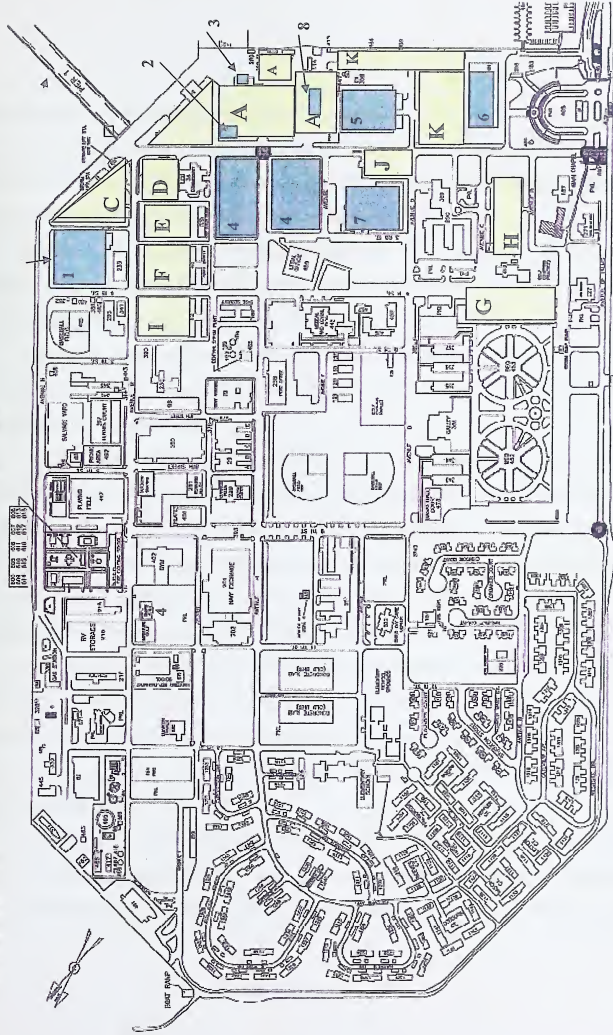
TIHDI Job Broker Program

## EXHIBIT H

### Public Transportation Information

# Exhibit B Hartmann 2012

Tenants (in green): 1. MCM 2. Liquidlyn 3. Antiquario 4. SFGGR  
5. Island Creative 6. Winery SF, World Headquarters, ZipCube 7. TIEC  
8. Jade Studios



SCALE IN FEET  
1" = 100'

CHACABRIN/TOURDES  
11 July 1995  
RMS(SF) Flaque



1 [Use Permit with Hartmann Studios, Inc.]

2 **Resolution Approving and Authorizing the Director of Island Operations to Execute Use**  
3 **Permit No. P-533 with Hartmann Studios, Inc., a California Corporation, for the**  
4 **Production of Oracle OpenWorld Appreciation Event in 2012**

5 WHEREAS, Former Naval Station Treasure Island is a military base located on  
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
7 the United States of America, acting by and through the Department of the Navy; and,

8 WHEREAS, The Base was selected for closure and disposition by the Base  
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
10 subsequent amendments; and,

11 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
15 conversion of the Base for the public interest, convenience, welfare and common benefit of  
16 the inhabitants of the City and County of San Francisco (the "City"); and,

17 WHEREAS, Under the proposed Use Permit, Hartmann Studios, Inc., a California  
18 Corporation, is requesting to use multiple venues and unimproved land on Treasure Island  
19 commencing September 5, 2012 and terminating October 14, 2012, with a Permit Fee of  
20 \$95,000, for the sole purpose of producing Oracle OpenWorld Appreciation Event on  
21 Treasure Island; and,

22 WHEREAS, Under the Authority Special Events Policy Rate schedule, the Permit Fee  
23 for the Venues as calculated on a daily per square foot basis would be \$147,158; and,

24 WHEREAS, In negotiating this years proposed Permit Fee, Project Staff credited  
25



1 Hartmann Studios for site preparation and clean up done for the 2011 Event, including site  
2 preparation and general site cleanup; and,

3 WHEREAS, The Permit Fee reflects no-fee use of portions of California Avenue, 3<sup>rd</sup>  
4 and 4<sup>th</sup> Streets, and Avenues F, H, M, and N used by the Event; and,

5 WHEREAS, Authority Staff believes that the proposed Permit Fee of \$95,000  
6 represents the fair market value for this Use Permit at this time based on the use of several  
7 normally non-revenue generating areas of the Island and on-Island job-creation opportunities  
8 provided by large on-Island Special Events; now, therefore, be it

9 RESOLVED, That the Board of Directors hereby approves the Use Permit with  
10 Hartmann Studios, Inc., a California Corporation, for use of various land on Treasure Island  
11 for the purpose of producing the Oracle OpenWorld Appreciation Event for a term  
12 commencing September 5, 2012 and expiring October 14, 2012, and authorizes the Director  
13 of Island Operations or her designee to execute said Use Permit in substantially the form  
14 attached hereto as Exhibit A; and be it

15 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into  
16 the Use Permit will serve the goals of the Authority and the public interests of the City, and (ii)  
17 the terms and conditions of the Use Permit are economically reasonable; and be it

18 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of  
19 Island Operations or her designee to enter into any additions, amendments or other  
20 modifications to the Use Permit that the Director of Island Operations determines in  
21 consultation with the City Attorney are in the best interests of the Authority, that do not  
22 materially increase the obligations or liabilities of the Authority, that do not materially reduce  
23 the rights of the Authority, and are necessary or advisable to complete the preparation and  
24 approval of the Use Permit, such determination to be conclusively evidenced by the execution  
25

1 and delivery by the Director of Island Operations or her designee of the documents and any  
2 amendments thereto.  
3  
4  
5

6 **CERTIFICATE OF SECRETARY**

7 I hereby certify that I am the duly elected Secretary of the Treasure Island  
8 Development Authority, a California nonprofit public benefit corporation, and that the  
9 above Resolution was duly adopted and approved by the Board of Directors of the  
10 Authority at a properly noticed meeting on April 19, 2012.  
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13 Larry Mazzola Jr., Secretary  
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**AGENDA ITEM 7 (d)**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of April 19, 2012**

**Subject:** Resolution approving a revised Temporary Emergency Housing Plan (*Approval Item*)

**Contact:** Mirian Saez, Director of Island Operations

**Phone:** 415-274-0660

**BACKGROUND**

The San Francisco Human Service Agency (HSA) is responsible for identifying housing stocks Citywide that are available on short notice for residents of the City and County of San Francisco (City) displaced from their residence by localized disaster such as house fire, landslide or major utility disruption. To assist HSA in its recovery operations and delivery of emergency temporary housing of City residents, Project Office staff, The John Stewart Company (JSCO) staff and HSA staff formulated a Temporary Emergency Housing Plan (TEHP) allowing for JSCO to voluntarily make market rate Treasure Island Villages (The Villages) housing units under the management of JSCO available for temporary emergency housing of displaced City residents. The Authority Board approved the TEHP at its February 8, 2012 meeting.

**PROPOSED REVISIONS TO TEMPORARY EMERGENCY HOUSING PLAN**

The TEHP established monthly per-unit rental rates as “at-cost” in consideration of the post-disaster circumstances of such residents and in the spirit of the City of San Francisco’s “Good Samaritan” ordinance relating to emergency housing. The “at-cost” rate is calculated by JSCO staff to capture basic regular and on-going operations and maintenance costs attached to the individual unit. HSA data indicates that displaced residents occupying The Villages units under the TEHP, as a whole, are often paying a rental rate at their primary residence that is less than JSCO’s “at-cost” unit calculations. Any difference between this “at-cost” amount and the monthly rental rate the displaced tenant is able to pay based on their primary residence’s monthly rental rate is absorbed by HSA or its designee.

The TEHP, however, is silent on the matter of displaced residents wishing to occupy residential units under the TEHP who were paying a rental rate at their primary residence that is greater than the at-cost rate for The Villages unit under the TEHP. Project Office staff proposes amending the TEHP to include language addressing this scenario. HSA and Project Office staff are in agreement that displaced residents who pay a monthly rental rate at their primary residence that is above the at-cost rate for a unit at The Villages under the TEHP, and who are able to continue paying an equivalent rental rate to the Villages during their temporary occupancy, should pay a rental rate above the at-cost rate under the TEHP. At the same time, HSA wishes to allow for



individuals in this scenario who demonstrate a legitimate financial hardship to also pay the at-cost rate. The considerations of a legitimate financial hardship include, but are not limited to:

- Type and severity of incident that causing the displacement from Primary Residence;
- Past arrearages or other financial obligations limiting displaced resident's ability to continue paying rental rate of Primary Residence;
- Displaced residents current need to replace lost or damaged living essentials;
- Direct impact by incident on displaced residents' source of income.

HSA would indicate such rental rate-related hardship possessed by a displaced resident at the time of making request to TIDA for available unit(s). A full version of the revised Temporary Emergency Housing Plan, including the proposed amendment language in mark-up format, is attached to this Staff Summary as Exhibit A.

#### **RECOMMENDATION**

Staff recommends approval of the revised Temporary Emergency Housing Plan.

**EXHIBIT A:** Revised Temporary Emergency Housing Plan document

Prepared by: Peter Summerville  
For: Mirian Saez, Director Island Operations

## **Revised Treasure Island Temporary Emergency Housing Plan**

<b>Participants</b>
<b>City and County of San Francisco Human Services Agency (HSA)</b>
<b>Treasure Island Development Authority (TIDA)</b>
<b>The John Stewart Company (JSCO), property manager for The Villages at Treasure Island (The Villages)</b>

### **1. Purpose**

This document explains how available vacant units on Treasure Island are activated, occupied, managed and maintained for the purpose of temporary emergency housing of City and County of San Francisco (CCSF) residents displaced from their primary residences by an emergency or disaster.

### **2. Scope and Assumptions**

The Care and Shelter Annex of the City and County of San Francisco Emergency Response Plan (the "CCSF ERP"), assigns the CCSF Human Services Agency (HSA) and the American Red Cross (ARC) responsibility for the post-disaster care and shelter of CCSF residents displaced by an emergency or disaster. This responsibility lasts approximately seven days from the time of the incident, often referred as a seven day care-shelter period. A localized disaster such as a structure fire, landslide or utility disruption affecting a primary residence – be it a house, apartment building, condominium or single-room occupancy hotel - creates a population of temporarily displaced individuals and families (Displaced Residents). Historically, such emergency temporary housing needs can last for periods between one month and two years, depending on the severity of the incident and the timeframe for repair of the damaged building in question.

A subset of this Displaced Residents population is often unable to arrange their own private means of continued temporary housing or lodging after the initial HSA and ARC seven day care-and-shelter period expires. HSA is responsible for identifying available housing stocks Citywide which can

accommodate these Displaced Residents until their permanent place of residence is returned to a habitable condition. In certain instances, HSA is challenged in identifying available temporary housing to accommodate these Displaced Residents on short notice.

The John Stewart Company (JSCO) is responsible for the day-to-day management and leasing of the Treasure Island market-rate rental housing portfolio known as The Villages at Treasure Island (The Villages). The Treasure Island Development Authority (TIDA) and JSCO are parties to the TIDA-JSCO Sublease, Development, Marketing and Property Management Agreement for market-rate residential leasing of The Villages (the "TIDA-JSCO Master Sublease"). All subleases, rental agreements and license agreements executed by JSCO, whether with individuals, corporations or agencies, are subject to the terms and conditions of both the TIDA-JSCO Master Sublease as well as all applicable Master Lease agreements between TIDA and the United States Navy for Treasure Island housing, buildings and grounds ("TIDA-Navy Master Lease").

TIDA and JSCO voluntarily wish to establish a pre-determined process for post-disaster occupancy of up to 15 vacant and available Villages units by Displaced Residents, serving to support HSA efforts to expedite placement of Displaced Residents. It is understood that availability of The Villages units for temporary emergency housing will vary, availability will not exceed any more than 15 vacant units at any given period, and there may be instances where JSCO cannot accommodate such requests when made by HSA.

The following rental rates apply to Displaced Residents under the Temporary Emergency Housing Plan:

#### **At-cost Rental Rates**

In the event that a Displaced Resident has been paying a regular monthly rental rate for their primary residence, which is less than the "at-cost" rental rate for the JSCO, the Displaced Resident shall pay the "at-cost" of the rental rate. The "at-cost" rental rate is based on the JSCO's calculation of standard operations and maintenance costs associated with each individual unit.

#### **Rental-Rate equivalent to primary residence**

In the event that a Displaced Resident has been paying a regular monthly rental rate for their primary residence which is greater than the "at-cost" rental rate for JSCO units, and the Displaced Resident does not demonstrate a legitimate financial hardship which would preclude them from continuing to pay a rental rate for The Villages unit equivalent to that

of their primary residence, then the Displaced Resident shall pay the greater of the two amounts shall be set as the monthly rental rate.

The monthly rental rate shall be memorialized in a Temporary Emergency Housing Sublease between JSCO and HSA, or an appropriate HSA designee, and shall be paid directly to JSCO by HSA or HSA's designee.

Displaced Residents and HSA or its designee will enter into a License Agreement. Displaced Residents shall not pay rent directly to The Villages, but instead shall submit their monthly License Agreement payment directly to HSA or HSA's designee in accordance with the terms and conditions of the License Agreement. Failure of HSA, or HSA's designee, to collect monthly License Agreement payments from Displaced Residents does not relieve HSA or HSA's designee of responsibility for monthly rent payments due to JSCO under the Temporary Emergency Housing Sublease.

### **3. Sequence of Actions**

The following steps are taken to initiate and manage Temporary Emergency Housing on Treasure Island:

- a. **HSA Initial Request:** Upon request from Displaced Residents, HSA contacts TIDA indicating a need for temporary emergency housing on Treasure Island. HSA provides information on Displaced Residents, expected timeframe of temporary emergency housing need and any other special needs or considerations associated with the request or with the Displaced Residents.

At the time of this initial request, HSA submits to TIDA the name of any third-party supportive services agency ("HSA's designee") that shall serve as party to the Temporary Emergency Housing Sublease and to the License Agreement.

- b. **Unit Identification:** Upon receipt of the request from HSA and in consultation with JSCO, TIDA identifies units currently available and appropriate for the specific request. TIDA provides HSA information on the available unit stock. Assuming the available unit stock is acceptable to HSA and to the Displaced Residents, TIDA requests JSCO to prepare individual Temporary Emergency Housing Subleases (**Sample attached as EXHIBIT A**) for each unit. HSA or HSA's designee concurrently prepares a License Agreement (**Sample attached as EXHIBIT B**) between HSA or HSA's designee and the Displaced Residents for each unit for review and execution.

TIDA additionally requests JSCO to commence unit turnover and move-in preparation process.

- c. **Unit Turnover and Readiness Process:** The Villages vacant units on Treasure Island are at a "Semi-Ready" state, meaning the unit was recently painted, the carpet is durable, appliances are in working order, windows and doors are secured, utilities are activated and all locks are working. To change the status to a "Ready" state for occupant move-in requires a minimum of 48 hours lead time. To change multiple units to a "Ready" state at the same time requires a longer lead time. The additional processes undertaken for transitioning a unit from a "Semi-Ready" state to a "Ready" state includes:

- o Testing all appliances for functionality
- o Testing the boiler/furnace/hot water heater for functionality
- o Testing the unit's electrical system for functionality
- o Testing functionality of all door locks
- o Testing functionality of all light bulbs and fixtures
- o Re-keying the front door
- o Performing basic janitorial services including vacuuming and mopping the unit's flooring and cleaning the backyard

d. **Temporary Emergency Housing Sublease Execution, License Agreement Execution and Tenant Move-in:** Ahead of occupant move-in, HSA, or HSA's designee, and JSCO review and execute Temporary Emergency Housing Sublease documents for each of the individual units being occupied. HSA, or HSA's designee, also execute License Agreements for each individual unit with the Displaced Residents.

Upon execution of the Temporary Emergency Housing Subleases and License Agreements, all initial rent and security deposit payments are made to The Villages. The Villages standard resident orientation meeting takes place and the Treasure Island House Rules (**Attached as EXHIBIT C**) are reviewed. A walk-through of the units is conducted with Villages, the Displaced Residents and a representative from HSA or HSA's designee. All of these actions take place prior to Displaced Residents occupying the units. It is understood that the units are unfurnished beyond standard bathroom and kitchen appliances and fixtures.

- e. **Unit Occupancy:** The term of Displaced Resident occupancy under the Temporary Emergency Housing Plan shall not exceed six

months. HSA, or HSA's designee, maintains responsibility for Displaced Residents compliance with the terms of the Temporary Emergency Housing Sublease, License Agreement and Treasure Island House Rules. Displaced Residents are expected to obey the terms of the House Rules at all times during occupancy. Any violations of the House Rules may result in immediate termination of the unit's Temporary Emergency Housing Sublease, the unit's License Agreement, and subsequent removal of the Displaced Resident from their unit. Displaced Residents contact JSCO directly for unit maintenance issues. Displaced Residents contact HSA, or HSA's designee, for all other issues not pertaining to unit maintenance.

- f. **Monthly Rent Payment:** HSA, or HSA's designee, remits all monthly rent payments due in accordance with the terms and conditions of the Temporary Emergency Housing Sublease(s) directly to The Villages. Displaced Residents do not submit rent payments directly to JSCO.

HSA or HSA's designee collects monthly rent payments due from Displaced Residents in accordance with the terms and conditions of the License Agreement. Failure of HSA, or HSA's designee, to collect monthly License Agreement payments from Displaced Residents does not relieve HSA or HSA's designee of responsibility for monthly rent payments due JSCO by HSA or HSA's designee under the Emergency Housing Sublease.

- g. **Unit Move-Out:** HSA, or HSA's designee, notifies JSCO in writing of its intent to terminate Temporary Emergency Housing Sublease(s) as Displaced Residents prepare to move back in to their primary residences. Temporary Emergency Housing Sublease rental rates for the month in which move-out occurs are pro-rated to reflect the number of days the unit was occupied during that month.

Upon receipt of the intent to terminate, JSCO schedules a move-out inspection of each unit. During the move out inspection, JSCO checks for and documents damages in the units that are above normal wear and tear, **(Sample attached as EXHIBIT D)**. HSA, or HSA's designee, is responsible for cost of repair of all damages caused by occupants above reasonable wear and tear. These costs are deducted from the security deposit for the unit prior to issuance of a security deposit refund. Should the cost of damage to a unit exceed the security deposit amount held by JSCO for the



unit in question, HSA or HSA's designee shall be responsible for such additional costs above and beyond the security deposit amount.

**h. Termination of Temporary Emergency Housing Sublease Agreement:**

After completion of the move-out inspection, all final payments are made to JSCO. All remaining security deposits are refunded by JSCO to HSA, or HSA's designee, within 30 days of the move-out date.

**4. Roles and Responsibilities**

**HSA**

- Assesses suitability of displaced resident population for temporary relocation to available The Villages housing.
- Provides TIDA demographic information on affected CCSF residents/families requesting temporary emergency housing at The Villages
- Enters as a party into the Temporary Emergency Housing Sublease agreement with JSCO or identifies third-party supportive services agency to serve as HSA's designee and enter into Temporary Emergency Housing Sublease with JSCO.

***The below roles and responsibilities shall be assigned to either HSA or a designee of HSA***

- Enters as a party into the License Agreement with Displaced Residents for occupancy of The Villages units.
- Assures fulfillment of all fiduciary responsibility to JSCO contained in Temporary Emergency Housing Sublease.
- Assures Displaced Residents compliance with Temporary Emergency Housing Sublease, License Agreement and Treasure Island House Rules.
- Provides Displaced Residents appropriate on-island social integration and access to available on-island supportive services.
- Coordinates Displaced Residents attendance at all unit inspections and meetings as requested by JSCO.

**TIDA**

- Intakes temporary emergency housing request from HSA and coordinates with JSCO to determine unit availability.

- Reviews suitability of any third-party supportive services agency assigned to serve as HSA's designee for Temporary Emergency Housing Sublease with JSCO.
- Monitors Temporary Emergency Housing Sublease and License Agreement in compliance with Master Housing Sublease and Master Lease.

#### **JOHN STEWART COMPANY**

- Enters as party to Temporary Emergency Housing Sublease agreement with HSA or HSA's designee.
- Prepares unit(s) for occupancy by Displaced Residents using standard unit turnover process detailed in Section 3.
- Coordinates standard unit move-in/move-out process detailed in Section 3.
- Interfaces with Displaced Residents on unit maintenance issues throughout term of unit occupancy.
- Assures Temporary Emergency Housing Sublease compliance, including fulfillment of all fiduciary responsibilities by HSA or HSA's designee, throughout term of unit occupancy.

#### **EXHIBITS:**

**Exhibit A** – Temporary Emergency Housing Sublease

**Exhibit B** – License Agreement

**Exhibit C** – Treasure Island House Rules

**Exhibit D** – Treasure Island Villages Unit Move-Out Documentation



1 [Revision to Temporary Emergency Housing Plan]

2 **Resolution approving a revised Temporary Emergency Housing Plan**

3       **WHEREAS**, On May 2, 1997, the Board of Supervisors (the "Board") passed  
4 Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a  
5 nonprofit public benefit corporation known as the Treasure Island Development Authority (the  
6 "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction,  
7 rehabilitation, reuse and conversion of former Naval Station Treasure Island (the "Base") for  
8 the public interest, convenience, welfare and common benefit of the inhabitants of the City  
9 and County of San Francisco; and,

10       **WHEREAS**, On September 1, 1999, the United States of America, acting by and  
11 through the Department of the Navy ("Navy"), and the Authority entered into Navy Lease No.  
12 N6247499RP00B19, under which the Navy leased to the Authority portions of the former Navy  
13 housing on the Base; and,

14       **WHEREAS**, On March 17, 1999, the Authority and The John Stewart Company  
15 ("JSCO") entered into a Sublease, Development, Marketing and Property Management  
16 Agreement, under which the Authority subleased to JSCO portions of the former Navy  
17 housing on the Base for rental as market rate housing units known as The Villages at  
18 Treasure Island ("The Villages").

19       **WHEREAS**, The City and County of San Francisco Human Services Agency ("HSA") is  
20 responsible for identifying Citywide housing stock which can, on short notice, accommodate  
21 temporary occupancy by City and County of San Francisco ("CCSF") residents whose primary  
22 residences have been damaged by localized disaster or emergency such as structure fire,  
23 landslide or utility disruption; and,

24       **WHEREAS**, Project Office staff, JSCO staff and HSA staff formulated a Temporary  
25 Emergency Housing Plan ("TEHP") to memorialize the process and protocol for identifying up

1 to 15 available units at The Villages and appropriately documenting the temporary occupancy  
2 of such identified units by displaced CCSF residents; and,

3 **WHEREAS**, the Authority Board of Directors approved the TEHP at its February 8,  
4 2012 meeting; and,

5 **WHEREAS**, a revision to the TEHP is proposed to address considerations regarding  
6 rental payments above the "at-cost" rental rates for JSCO units available under the TEHP;  
7 and,

8 **WHEREAS**, a Revised TEHP document addressing these considerations has been  
9 drafted; and

10 **WHEREAS**, Project Office staff, JSCO staff and HSA staff all concur with the terms  
11 and conditions of the Revised TEHP, including agency responsibilities assigned within the  
12 Revised TEHP; now therefore be it,

13 **RESOLVED**, That the Board of Directors hereby approves the Revised Temporary  
14 Emergency Housing Plan substantially in the form attached hereto as Exhibit A; and, be it,

15 **FURTHER RESOLVED**, That the Board of Directors hereby finds that (i) authorizing  
16 the Revised TEHP will serve the goals of the Authority and the public interests of the City, and  
17 (ii) the terms and conditions of the Amended TEHP are economically reasonable; and, be it,

18 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director of  
19 Island Operations or her designee to enter into any additions, amendments or other  
20 modifications to the Revised TEHP that the Director of Island Operations determines in  
21 consultation with the City Attorney are in the best interests of the Authority, that do not  
22 materially increase the obligations or liabilities of the Authority, that do not materially reduce  
23 the rights of the Authority, and are necessary or advisable to complete the preparation and  
24 approval of the Revised TEHP, such determination to be conclusively evidenced by the

1 execution and delivery by the Director of Island Operations or her designee of the documents  
2 and any amendments thereto.  
3  
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5 **CERTIFICATE OF SECRETARY**

6 I hereby certify that I am the duly elected and acting Secretary of the Treasure Island  
7 Development Authority, a California nonprofit public benefit corporation, and that the above  
8 Resolution was duly adopted and approved by the Board of Directors of the Authority at a  
9 properly noticed meeting on April 19, 2012.  
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12 \_\_\_\_\_  
13 **Larry Mazzola Jr., Secretary**  
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**AGENDA ITEM 7c**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of April 19, 2012**

**Subject:** Resolution Stating Support for the San Francisco County Transportation Authority Application to the Priority Development Area Planning Grant for Value Pricing Pilot Program and Authorizing a Letter of Support. (*Action Item*)

**Contact:** Michael Tymoff, Project Director, Office of Economic and Workforce Development

**BACKGROUND**

Authority staff, with staff of the San Francisco County Transportation Authority (SFCTA), have jointly been working on an application to the Metropolitan Transportation Commission (MTC) for their 2012 Priority Development Area Planning Grant (collectively, "PDA Planning Program").

**DISCUSSION**

The PDA Planning Grant Application requests \$500,000 to fund pre-implementation and conceptual design of the comprehensive transportation program for Treasure Island and Yerba Buena Island.

Authority staff are requesting a formal letter of support for the PDA Planning Program Grant Application from the Authority Board of Directors, signed by Authority Board of Directors President Linda Richardson.

**RECOMMENDATION**

Staff recommends approval of a resolution stating support for the PDA Planning Program Grant Application and authorizing the execution of a letter of support.

**EXHIBITS**

- A. Draft Letter of Support



April 19, 2012

Therese Trivedi  
PDA Planning Program  
Metropolitan Transportation Commission  
101 Eighth Street  
Oakland, CA 94607

Subject: Priority Development Area Planning Program – SFCTA Application

Dear Ms. Trivedi:

On behalf of Treasure Island Development Authority Board of Directors, I am pleased to provide this letter of support for the San Francisco County Transportation Authority's application for Priority Development Area (PDA) Planning Program funds to develop a mobility management program--including congestion pricing--that will enable the transformation of Treasure Island into a model transit-oriented development. I strongly urge you to select the Treasure Island Mobility Management Study as one of the Metropolitan Transportation Commission's awardees.

In June 2011, the City and County of San Francisco Board of Supervisors approved plans for the development of Treasure Island and Yerba Buena Island ("Island"), including 8,000 residential units (at least 25% below market rate), along with over 400,000 square feet of retail and commercial uses and over 300 acres of parks and open space. Ensuring low vehicle travel to and from the Island is critical to the success of the project given Treasure Island's location, halfway between San Francisco and Oakland, where the only means of access is the San Francisco-Oakland Bay Bridge. The Treasure Island Transportation Implementation Plan, also approved in June 2011, calls for a rigorous transportation demand management program to accompany the development, including a congestion fee to be assessed for residents traveling on or off the Island via the Bay Bridge during peak hours. The congestion fee (which has already been authorized via State legislation) would fund a comprehensive suite of transportation services including bus and ferry service, bicycle and pedestrian amenities.

The PDA Planning grant would fund the remaining Planning Elements needed to provide a comprehensive land use and transportation development program. Specifically, the Treasure Island Transportation Implementation Plan pre-development activities to be funded include travel market demand analysis, congestion pricing toll structure policy development, parking pricing policy development, conceptual design of the travel demand management program, a financing strategy, and implementation support documents such as operating agreements, as described in the grant application. It is imperative that we commence project development as soon as possible as the first housing units on Treasure Island are expected to be occupied by 2015 or 2016. Treasure Island is poised to serve as a regional, state, and national role model for transit-oriented development. I strongly urge you to select the Treasure Island Mobility Management Study as one of the Metropolitan Transportation Commission's awardees.

Sincerely,

Linda Richardson  
President, Treasure Island Development Authority Board of Directors

cc: Tilly Chang, SFCTA





1 **[Letter of Support for Authority Grant Application to the Metropolitan Transportation**  
2 **Commission]**

3 **Resolution Stating Support for the San Francisco County Transportation**  
4 **Authority application to the Metropolitan Transportation Commission 2012 Priority**  
5 **Development Area Planning Program and Authorizing a Letter of Support.**

6 WHEREAS, The Metropolitan Transportation Commission ("MTC") has issued a  
7 solicitation for applications to the Priority Development Area ("PDA") Planning Grant Program;  
8 and,

9 WHEREAS, Authority staff, working closely with staff of the San Francisco County  
10 Transportation Authority, have drafted and plan to submit an application to the MTC for the  
11 PDA Planning Grant Program; and,

12 WHEREAS, Such application would be greatly strengthened and enhanced by a formal  
13 letter of support from the Authority Board; now, therefore, be it

14 RESOLVED, That the Authority Board hereby states its support for the Authority's  
15 application to the PDA Planning Grant Program; and, be it

16 FURTHER RESOLVED, That the Authority Board hereby authorizes the Authority  
17 Board President to execute a letter of support, substantially in the form of Attachment A,  
18 addressed to the Metropolitan Transportation Commission.

19  
20  
21  
22 **CERTIFICATE OF SECRETARY**

23 I hereby certify that I am the duly elected and acting Secretary of the Treasure Island  
24 Development Authority, a California nonprofit public benefit corporation, and that the above  
25

Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on April 19, 2012.

**Larry Mazzola, Jr.**  
Secretary





**AGENDA ITEM 7 f**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**April 19, 2012**

**Subject:** Resolution Authorizing an Amendment to the Contract with AMEC Geomatrix, Inc. to Extend the Term Through June 30, 2013 and Increase Budget to \$2,037,400 for Environmental Consulting Services (Action Item)

**Contact:** Michael Tymoff, Office of Economic and Workforce Development

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**SUMMARY OF PROPOSED ACTION**

Authorizing a Tenth Amendment to the contract with AMEC Geomatrix Consultants, Inc. extending the term of the contract for an additional twelve months through June 30, 2013 and increasing the contract not-to-exceed amount to \$2,037,400.

**BACKGROUND**

AMEC Geomatrix, Inc. ("Contractor") was initially selected by the Department of Public Works (DPW) through a public Request for Proposals process as part of a pool of "as needed" consultants to provide environmental review and remediation activities. On February 12, 2003, the Authority authorized execution of a contract for a not-to-exceed amount of \$541,000 to provide technical services related to monitoring the Navy's environmental remediation activities at Treasure Island. The contract was first amended in June 2004 to extend the term through August 31, 2004. Between 2004 and 2009 the Authority approved Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth contract amendments extending the term through June 30, 2012 and augmenting the budget consistent with additional years of scope to a total not-to-exceed amount of \$1,799,000.

At a February 22, 2006 meeting staff requested direction from the Authority Board regarding the need for the environmental engineering services, currently provided by Contractor, going forward. Staff indicated that there were two primary options for contracting for the necessary services: (1) to rely on the prior competitive solicitation in which Contractor was selected and amend the existing contract, understanding that this would require approval of the contract from the Board of Supervisors who are required to approve the Authority contracts of more than \$1,000,000; or (2) initiate a re-bid of the contract process by issuing a Request for Proposals and engaging in a new competitive solicitation process. The Authority Board directed staff to continue to contract with Contractor based on the following factors:

- The importance of maintaining continuity of oversight of the Navy's environmental program;



- A high level of satisfaction with the services being provided by Contractor and the established relationships Contractor has with the Navy and local, state and federal regulatory agencies;
- The potential problems associated with the learning curve that would be inherent with bringing a new engineering team up to speed; and,
- The understanding that there will be a more logical point at a later stage of the project in which to engage in a subsequent competitive selection process for continued environmental engineering services.

The Eighth and Ninth Amendment to the contract were approved by the Authority Board based on these same factors, which will also remain the same for the upcoming FY 2012-2013.

### **Scope of Services**

The scope of work for the Contractor contract consists of (i) oversight of the Navy's remediation program, and (ii) assisting the Authority in property transfer negotiations with the Navy and to represent and protect the Authority's interest in being able to carrying out its obligations pursuant to the Disposition and Development Agreement (DDA) between the Authority and TICD. The two primary components of the Contractor's scope of work are summarized below.

***Task A. Oversight of Navy Clean-up Program.*** As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's development plans. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to ensure that the Navy achieves the appropriate clean-up levels for planned civilian use. The Contractor's scope of work regarding this process is as follows:

- Attend and prepare information for monthly technical meetings that are held to review the status of on-going tasks and identify outstanding issues.
- Attend and prepare information for additional technical meetings to address significant issues identified at the monthly meeting.
- Attend and prepare materials for other supplemental meetings associated with risk communication and technical presentations to the Authority's management, regulators, and tenants.
- Review Navy work plans and reports which document their approach, confirm agreements between interested parties, and comply with regulatory requirements.
- At the Authority's request, oversee the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

***Task B. Assistance with Property Transfer and Master Developer Negotiations.*** The Authority has been in on-going discussions with the Navy in pursuit of property transfer for former NSTI.

Initially, the Authority intended to enter directly into a Guaranteed Fixed Price contract (GFP) to perform environmental remediation services associated with an Early Transfer agreement. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under the GFP. On June 13, 2007, the Authority terminated the contract with CH2M Hill with the expectation that TICD would hire an environmental engineering firm to perform environmental remediation services associated with an Early Transfer agreement.

Under an Early Transfer, the Navy would not have fully completed the remediation of the property as required by the regulatory agencies, and the Authority would have been required to complete the required remaining environmental response or corrective actions as required by Federal and State regulators. As described above, it was anticipated TICD would perform this work on the Authority's behalf as part of its obligations under the final DDA.

Under the transfer terms agreed to in December 2009, the Authority and the Navy agreed that the Navy would satisfy all applicable statutory and regulatory requirements for its remaining remediation responsibilities for the property, and prepare a Finding of Suitability to Transfer (FOST) applicable to each transfer parcel. The FOST(s) will state the property is suitable for transfer and will further contain a description of any long-term remedies (including land use controls) and responsibilities for any applicable long term monitoring, maintenance and/or reporting. In 2006, the Navy issued a FOST for a large portion (approximately 170 acres) of the property. In 2010, the Navy issued a new FOST for an additional approximately 50 acres of dry lands on Treasure Island and approximately 500 acres of submerged lands.

The Authority and the Navy contemplate that the transfer of the property will ultimately take place in several large phases. At least two, and possibly more, phased transfers are likely to occur. The Authority and the Navy are cooperatively working towards aligning the Navy's schedule for their remaining cleanup responsibilities with the anticipated phasing of the redevelopment activities, so that FOST parcels can be transferred when needed to commence infrastructure and land improvements.

Services performed by Contractor under Task B will be similar to those previously envisioned, and will include peer review of property transfer documents, remediation contract agreements, and representing the interests of the Authority in carrying out both its obligations pursuant to the DDA between the Authority and TICD and its obligations pursuant to the Economic Development Conveyance Memorandum of Agreement (EDC MOA) between the Authority and the Navy . Contractor's remaining scope of work for Task B consists of the following:

- Provide technical support to the Authority throughout the property transfer process with the Navy, initial phases of Major Phase and Sub-Phase applications, land conveyance, site preparation and infrastructure construction activities pursuant to the DDA between the Authority and TICD , including peer review of documents and work products prepared by the Navy, TICD and their respective environmental consultants. Within this context, Contractor will review technical documents related to the transfer documents, FOST and supporting environmental

documents, including any associated legal and regulatory documents necessary to complete property transfer.

- Assist the Authority in preparing and presenting technical and financial information to the public and City officials; and attending technical and strategy meetings regarding the above.

## PROPOSED CONTRACT AMENDMENT

**Scope of Services and Budget.** The amendment would increase the total not-to-exceed amount of the contract to \$2,037,400. The scope of work will continue to consist of two distinct tasks, Task A and Task B, as described above. The Contractor is expected to work almost exclusively on items under Task A services, at approximately \$20,000 per month (\$238,400 per year). As such, the total budget increase being requested is \$238,400, for a total not-to-exceed budget of \$2,037,400. The contract will continue to be paid on a time and materials basis.

**Term.** The term of the amended contract will be extended through June 30, 2013.

**Funds.** The proposed modification would increase the total not-to-exceed amount to \$2,037,400. For this contract, \$180,000 has been included in the development planning portion of the Authority's FY 2012-2013 budget. The remainder of the contract costs would be paid from remaining balances in the contract budget.

**Board of Supervisors Approval.** The Authority contracts in excess of \$1,000,000 or 10 years require approval by the San Francisco Board of Supervisors. Consequently, approval of this contract amendment by the Authority Board will be subject to further approval by the Board of Supervisors.

## RECOMMENDATION

Staff recommends approval of the Tenth Amendment to the contract with Contractor based on the following factors:

1. The modification is consistent with the Authority's desire to continue to monitor the Navy's clean-up program to be consistent with civilian reuse of the property and to support the property transfer and master developer negotiations.
2. Maintaining continuity of this oversight at a key point in the Navy's clean up process merits amending the existing contract.
3. The contract modification does not change the fundamental scope of services outlined in the original contract.
4. The funds to pay for the modified contract budget are available via sources identified above.

## EXHIBITS

- A. Tenth Amendment to Contract with AMEC Geomatrix, Inc.



**TREASURE ISLAND DEVELOPMENT AUTHORITY  
CITY AND COUNTY OF SAN FRANCISCO**

**TENTH AMENDMENT**

THIS TENTH AMENDMENT (this "Amendment") is made as of May 31, 2012, in San Francisco, California, by and between AMEC Geomatrix, Inc. ("Contractor"), and the Treasure Island Development Authority, a California non-profit public benefit corporation ("Authority").

**RECITALS**

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by

First Amendment dated July 1, 2004,  
Second Amendment dated November 10, 2004,  
Third Amendment dated July 1, 2005,  
Fourth Amendment dated July 1, 2006,  
Fifth Amendment dated July 1, 2007,  
Sixth Amendment dated July 1, 2008,  
Seventh Amendment dated July 1, 2009,  
Eighth Amendment dated July 1, 2010,  
Ninth Amendment dated June 15, 2011, and  
this Tenth Amendment dated May 31, 2012.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Recitals,** is hereby amended to delete the following Recital:

WHEREAS, While the Authority has been designated a redevelopment agency, it is not exercising any of its redevelopment powers under CRL in connection with this Agreement or the reuse and development of the Base.

Recitals, is hereby amended to add the following after the last Recitals:



WHEREAS, The Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law ("CRL") in Resolution No. 11-12; and that such rescission does not affect Authority's powers, authority, or duties in connection with this Agreement or the reuse and development of the Base.

(b) **Section 2, Term of the Agreement**, is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from March 1, 2003 to June 30, 2013.

(c) **Appendix A, Services to be Provided by Contractor**, is hereby amended to read as follows:

**Appendix A**  
**Services to be Provided by Contractor**

**1. Description of Services for Environmental Consulting.**

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's development plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST) which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. The Authority has retained the Contractor to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

The Contractor was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, the Contractor has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority provides the Contractor with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the Navy's environmental remediation program.

Under the transfer terms agreed to in December 2009, the Authority and the Navy agreed that the Navy would satisfy all applicable statutory and regulatory requirements for its remaining remediation responsibilities for the property, and prepare a Finding of Suitability to Transfer (FOST) applicable to each transfer parcel. The FOST(s) will state the property is suitable for transfer and will further contain a description of any long-term remedies (including land use controls) and responsibilities for any applicable long term monitoring, maintenance and/or reporting. The Navy has already issued a FOST for a large portion (approximately 170 acres) of the property and has stated they intend to issue a new FOST for an additional approximately 50 acres of dry lands on Treasure Island and approximately 500 acres of submerged lands by mid-2013.

The Authority and the Navy contemplate that the transfer of the property will ultimately take place in several large phases. At least two, and possibly more, phased transfers are likely to occur. The Authority and the Navy are cooperatively working towards aligning the Navy's schedule for their remaining cleanup responsibilities with the anticipated phasing of the development activities, so that FOST parcels can be transferred when needed to commence infrastructure and land improvements.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by Contractor.

The proposed amended scope of services will allow Contractor to continue to oversee the ongoing Navy remediation and assist the Authority with property transfer. The proposed 10<sup>th</sup> Amendment to the contract will fund Contractor's work through June 30, 2013.

#### **A. Description of Services for Oversight of Navy Remediation.**

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by Contractor. Finally, the Authority occasionally may request that Contractor observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

#### **Scope of Work for Task A**

- Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 101 meetings in San Francisco and 10 meetings in San Diego.
- Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 65 meetings and 22 conference calls.
- Task A.3: Review of technical documents including reports and work plans. Estimate 292 documents.
- Task A.4: Interim data review and preparation of written summary. Estimate = 50 data sets.
- Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.
- Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

#### **B. Description of Services for Assistance with Property Transfer and Master Developer Negotiations.**

Service performed by Contractor under Task B will be similar to those previously envisioned, and will include peer review of property transfer documents, remediation contract agreements, and representing the interests of the Authority in its negotiations with the Navy. Contractor's remaining scope of work for Task B consists of the following:

1. Provide technical support to the Authority throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy and their respective

environmental consultants. Within this context, Contractor will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority in strategically evaluating remediation, transfer and insurance issues, and reviewing the following: FOST, FOSET, Covenant Deferral Request, ETCA, Consent Agreement, environmental insurance policies, and associated documents;

2. Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.

#### **Scope of Work for Task B**

- Task B.1: Technical support in drafting a RFQ for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.
- Task B.2: Technical support in preparation for and at meetings and negotiations with the Navy and regulators to discuss property transfer issues (preparation, meeting attendance, and documentation of meeting). Estimate = 27 meetings and 26 conference calls
- Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings). Estimate = 20 meetings and 20 conference calls
- Task B.4: Review of technical documents related to the property transfer, GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.
- Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.
- Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

#### **(d) Appendix B, Calculation of Charges, is hereby amended to read as follows:**

##### **Appendix B Calculation of Charges**

The total amount of this contract shall not exceed \$2,037,400

#### **Scope of Work for Task A**

- Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 101 meetings in San Francisco and 10 meetings held in San Diego).
- Budget: \$262,200 (Assumes average cost is \$2200 per meeting in San Francisco, \$4000 per meeting in San Diego).
- Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 65 meetings and 22 conference calls.
- Budget: \$137,700 (Assumes average of \$2000 per meeting and \$350 per conference call)
- Task A.3: Review of technical documents including reports and work plans.
- Budget: \$934,400 (Assumes average of \$3200 per document)

- Task A.4: Interim data review and preparation of written summary.  
Budget: \$100,000 (Assumes average of \$2000 per data set)
- Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.  
Budget: \$22,000 (Assumes average of \$5000 per assessment).
- Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.  
Budget: \$131,000 (Assumes approximately 9% of Tasks One through Five)

**TOTAL BUDGET FOR TASK A: \$1,587,300**

**Scope of Work for Task B**

- Task B.1: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. (Completed)  
Budget: \$40,000 (Assumes \$20,000 to support drafting RFQ and \$20,000 for evaluation of bids and selecting a contractor).
- Task B.2: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate = 27 meetings and 26 conference calls  
Budget: \$63,100 (Assumes 27 meetings at an average cost of \$2000 per meeting. Assumes 26 conference calls at \$350 per call).
- Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls  
  
Budget: \$122,000 (Assumes 20 meetings with an average cost of \$4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at \$350 per call).
- Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.  
Budget: \$115,000 (Assumes average cost is \$5000 per document).
- Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.  
Budget: \$72,000 (Assumes average cost is \$10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).
- Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.  
Budget: \$38,000 (Approximately 9% of Tasks One through Five).

**TOTAL BUDGET FOR TASK B: \$450,100**

(e) **Section 5, Compensation**, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Development Project Director (the Director), in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **two million thirty seven thousand four hundred dollars (\$2,037,400)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

**PERSONNEL (pursuant January 25, 2009 Schedule of Charges)**

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for AMEC Geomatrix, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	\$225 – 350
Senior Decision Analyst	210 – 300
Senior Engineer/Scientist II	190 - 210
Senior Engineer/Scientist I	180
GIS Programmer/Web Designer II	140
Project Engineer/Scientist II	136
Project Engineer/Scientist I	126
Staff Engineer/Scientist II	115
Field Engineer	115

Staff Engineer/Scientist I	105
Senior Technician	90
Field Technician	85
CAD/Graphic Designer	93
Project Assistant	73
Technical Editor	88
Support Staff	65

Specific hourly rates for the primary individual working on the project are as follows:

Gary Foote	\$232.50
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Hourly rates for other AMEC Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer)	\$232.50
Tom Delfino (Statistics and Decision Analysis)	232.50

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

(c) **Treasure Island Redevelopment Project Director.** All references in the Agreement to "Treasure Island Redevelopment Project Director" are hereby amended to be "Treasure Island Development Project Director."

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.





1 [AMEC Geomatrix, Inc., 10th Contract Amendment]

2 Authorizing the Execution of an Amendment to the Contract With AMEC Geomatrix,  
3 Inc., Inc. to Extend the Term through June 30, 2013 and to Increase the Not-To-Exceed  
4 Amount to \$2,037,400  
5

6 WHEREAS, Former Naval Station Treasure Island is a military base located on  
7 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
8 the United States of America ("the Federal Government"); and,

9 WHEREAS, Treasure Island was selected for closure and disposition by the Base  
10 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
11 subsequent amendments; and,

12 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
13 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
14 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
15 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
16 conversion of the Base for the public interest, convenience, welfare and common benefit of  
17 the inhabitants of the City and County of San Francisco; and,

18 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
19 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to  
20 Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (1) authorized the  
21 City's Board of Supervisors to designate the Authority as a redevelopment agency under  
22 California redevelopment law with authority over the Base, and (ii) with respect to those  
23 portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority  
24 to administer the public trust for commerce, navigation and fisheries as to such property; and,  
25

1 WHEREAS, On October 17, 2005, the Board of Directors adopted Resolution No. 05-  
2 039-10/12 designating the Office of Economic and Workforce Development as the lead  
3 negotiator in all negotiations related to the overall redevelopment and conversion of the Base  
4 to civilian uses, including without limitation, negotiations regarding the terms and conditions  
5 for the long term redevelopment of the Treasure Island Marina and the redevelopment of the  
6 Base; and,

7 WHEREAS, The Board of Supervisors rescinded designation of the Authority as the  
8 redevelopment agency for Treasure Island under California Community Redevelopment Law  
9 in Resolution No. 11-12; and that such rescission does not affect Authority's status as the  
10 Local Reuse Authority for Treasure Island or the tidelands trust trustee for the portions of  
11 Treasure Island subject to the tidelands trust, or any of the other powers or authority; and

12 WHEREAS, AMEC Geomatrix, Inc. ("Contractor") was selected by the City's  
13 Department of Public Works as an "as-needed" contractor to provide environmental review  
14 and remediation activities based on a public Request for Proposals process; and,

15 WHEREAS, Contractor performed services under a contract with DPW for several  
16 agencies and locations, including Treasure Island; and,

17 WHEREAS, The Authority amended the contract from time to time to extend the term  
18 and to directly contract with Contractor; and,

19 WHEREAS, On February 12, 2003, because of Contractor's knowledge of the Navy's  
20 environmental remediation program at the Base, the Authority authorized the Executive  
21 Director to execute a new contract with Contractor for an amount not to exceed \$541,000 to  
22 assist the Authority in drafting a Request for Qualifications for a guaranteed fixed price  
23 contractor and in evaluating bids and negotiating a contract with a guaranteed fixed price  
24 contractor to participate in the negotiations with the Navy for an Environmental Services  
25

1 Cooperative Agreement in connection with an Early Transfer of the Base and to monitor the  
2 Navy's on-going environmental remediation program; and,

3 WHEREAS, On June 9, 2004, the Authority extended the term of the Contractor  
4 contract for an additional two (2) months; and,

5 WHEREAS, On December 8, 2004, the Authority retroactively extended the term of the  
6 contract through June 30, 2005 and increased the not-to-exceed amount of the Contractor  
7 contract to \$719,000; and,

8 WHEREAS, On July 13, 2005, the Authority retroactively extended the term of the  
9 Contractor contract through June 30, 2006 and increased the not-to-exceed amount of the  
10 contract to \$899,000; and,

11 WHEREAS, On May 31, 2006, the Authority extended the term of the Contractor  
12 contract through June 30, 2007 and increased the not-to-exceed amount of the contract to  
13 \$1,097,000; and,

14 WHEREAS, On May 9, 2007, the Authority extended the term of the Contractor  
15 contract through June 30, 2008 and increased the not-to-exceed amount of the contract to  
16 \$1,277,000; and,

17 WHEREAS, On May 14, 2008, the Authority extended the term of the Contractor  
18 contract through June 30, 2009 and increased the not-to-exceed amount of the contract to  
19 \$1,439,000; and,

20 WHEREAS, On May 13, 2009, the Authority, with Board of Supervisors approval,  
21 extended the term of the contract through June 30, 2010 and increased the not-to-exceed  
22 amount of the contract to \$1,619,000; and,

23 WHEREAS, On July 1, 2010, the Authority, with Board of Supervisors approval,  
24 extended the term of the contract through June 30, 2011 and increased the not-to-exceed  
25 amount of the contract to \$1,799,000; and,

1 WHEREAS, On June 22, 2011, the Authority, with Board of Supervisors approval, only  
2 extended the term of the contract through June 30, 2012 ; and,

3 WHEREAS, The Authority believes that the on-going role of Contractor is important  
4 and merits amendment of the existing contract in order to (a) maintain the continuity of  
5 oversight of the Navy's environmental remediation program; (b) avoid the potential challenges  
6 associated with the learning curve inherent in selecting and bringing a new engineering  
7 contractor up to speed; and (c) continue to assist the Authority in property transfer and master  
8 developer negotiations to protect the Authority's interests and to support the development  
9 plans; and,

10 WHEREAS, The Authority desires to amend the contract with Contractor to extend the  
11 term of the contract, consistent with the Authority's need for on-going monitoring of the Navy's  
12 environmental cleanup program; now therefore be it

13 RESOLVED, That the Authority hereby authorizes the Treasure Island Development  
14 Project Director to execute the amendment to the contract, in substantially the form attached  
15 here, with AMEC Geomatrix, Inc. to extend the term thereof through June 30, 2013 increase  
16 the total contract not-to-exceed amount to \$2,037,400; and

17 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure  
18 Island Development Project Director to enter into any additions, amendments or other  
19 modifications to the Tenth Amendment that the Treasure Island Development Project Director  
20 determines in consultation with the City Attorney are in the best interests of the Authority, that  
21 do not materially increase the obligations or liabilities of the Authority, that do not materially  
22 reduce the rights of the Authority, and are necessary or advisable to complete the preparation  
23 and approval of the Ninth Amendment, such determination to be conclusively evidenced by  
24 the execution and delivery by the Treasure Island Development Project Director of the  
25 documents and any amendments thereto.

## CERTIFICATE OF SECRETARY

*I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on April 19, 2012.*

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**Larry Mazzola, Jr., Secretary**









**AGENDA ITEM 8**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of April 19, 2012**

**Subject:** Presentation on Proposed Sixth Amendment to the Sublease, Development, Marketing and Property Management Agreement for Rental Housing on Treasure and Yerba Buena Islands with the John Stewart Company (Discussion Item)

**Contact:** Mirian Saez, Director of Island Operations

**Phone:** 415-274-0660

**BACKGROUND**

On January 28, 1998 the Treasure Island Development Authority ("Authority") and the City and County of San Francisco ("City") authorized the issuance of a Request for Qualifications (RFQ) soliciting interest from and evaluating the qualifications of prospective entities to manage a portion of the former Naval Family Housing units on former Naval Station Treasure Island ("TI/YBI") as market-rate rental housing. A selection committee evaluated the responses and recommended selection of the John Stewart Company ("JSCo") as the qualified respondent with whom to negotiate a Sublease, Development, Marketing and Property Management Agreement (the "Original Sublease Agreement") for the market rate rental housing on TI/YBI. The Original Sublease was approved by the Authority Board of Directors ("Authority Board") at its January 20, 1999 meeting, by the City's Board of Supervisors at its February 22, 1999 meeting, and was executed effective March 17, 1999.

Over the term of the agreement, the Authority Board and the Board of Supervisors have approved five Amendments to the Original Sublease Agreement: the First Amendment dated August 15, 2000 amended the Premises; the Second Amendment dated June 12, 2003 amended the Phase 1 and 2 Premises and amended the Rent Schedule; the Third Amendment dated March 22, 2006 extended the term of the Sublease Agreement on a month-to-month basis not to exceed the effective date of a Disposition and Development Agreement ("DDA") between the Authority and a master developer for TI/YBI; the Fourth Amendment dated August 8, 2006 increased residential utilities rates; and the Fifth Amendment dated October 14, 2009 deleted requirements regarding earthquake and flood insurance coverage. The Original Sublease Agreement, as amended by the First, Second, Third, Fourth and Fifth Amendments, is referred to as the "Sublease Agreement."

On April 21, 2011, the Authority Board approved the DDA between the Authority and Treasure Island Community Development LLC ("TICD"). On June 7, 2011, the Board of Supervisors approved the DDA, which became effective on July 14, 2011. Pursuant to the Third Amendment to Sublease Agreement, the term of the Sublease Agreement between the Authority and JSCO expired on the effective date of the DDA. The Sublease Agreement has been continued on a holdover basis since that date. On November 14, 2011 the Authority Board authorized the

Director of Island Operations to enter negotiations with the John Stewart Company for a Sixth Amendment extending the Sublease Agreement.

### **CURRENT SUBLEASE AGREEMENT TERMS**

Under the current Sublease Agreement, JSCo is responsible for the marketing, leasing and maintenance of 578 market-rate housing units on Treasure and Yerba Buena Islands. The Authority currently receives two forms of housing rental revenue under the Sublease Agreement: Base Rent payments and Percentage Rent payments. JSCo collects monthly rental revenue for the units on behalf of the Authority, and disperses these payments from the monthly revenue derived from rental of these units.

The first disbursement made by JSCo each month from the Gross Revenues derived from JSCo leasing of the Treasure Island Villages units is the Base Rent paid to the Authority. JSCo currently pays the Authority an annual Base Rent of \$500,000, as stipulated in the Rent Schedule contained in Section 15.1 of the Sublease Agreement and paid in equal monthly installments. A Consumer Price Index (CPI) adjustment on the \$500,000 annual amount was made at the beginning of Lease Year 7 of the Sublease Agreement. After payment of Base Rent, JSCo utilizes the Gross Revenues to pay monthly Operating Expenses and make any payments required to replenish the Replacement Reserve Account.

After payment of Base Rent, JSCo next disperses to itself a monthly Management Fee equivalent to 3% of the total monthly Gross Revenues. The Management Fee is in exchange for the leasing, marketing and property management responsibilities assigned JSCo in the Sublease Agreement. Per the terms of the Sublease Agreement, the Management Fee shall not exceed \$400,000 annually. Allowable increases in this not-to-exceed amount have occurred, as dictated in the Sublease Agreement, to account for annual adjustment of the CPI. After payment of monthly operating expenses and the fees discussed above, the remaining monthly Net Revenue then is distributed as Percentage Rent, with 95% of the remaining Net Revenue distributed to the Authority and the remaining 5% retained by JSCo, under the Percentage Rent schedule contained in Section 13(i) of the Sublease Agreement. The Authority has realized approximately \$74 million dollars revenue in combined Base Rent, Percentage Rent and prior special percentage rent payments from JSCo over the course of the Sublease Agreement.

JSCo management and maintenance staff are assigned a variety of responsibilities under the Sublease Agreement, including but not limited to scheduled and unscheduled unit maintenance and repair, lease compliance, monthly rent collection activities and residential parking management. As development planning activities continue, additional responsibilities are now inherent in JSCo management of the market-rate rental housing including coordination with the City's Office of Economic and Workforce Development (OEWD).

JSCo's monthly collection rate for rent payments for TI/YBI units is approximately 98% and JSCo consistently maintains an occupancy rate of approximately 95%. JSCo responded to 5,860 tenant work order requests for maintenance and repair in the last two years alone, closing 85% of these work order requests within the first 48 hours. JSCo employs a staff of maintenance generalists whose tasks in filling work orders include but are not limited to unit turnover, preventative maintenance on units and unit infrastructure, minor repairs to plumbing, electrical

and HVAC systems, and repairs to unit doors, windows and associated hardware and fixtures. JSCo engages outside contractors when facility repair needs are at a level above the skill-set of on-site JSCo maintenance staff.

### **PROPOSED TERMS OF SIXTH AMENDMENT TO SUBLEASE AGREEMENT**

**Effective Date:** Effective date of the Sixth Amendment shall be retroactive to July 1, 2012.

**Term (Section 3.1):** Extend the term on a month-to-month basis through June 30, 2014.

**Rental Agreements (Section 7.3(a)):** Amend Section 7.3(a) to reflect a new form of Sublease Agreement Exhibit I - "Rental Agreement" as proposed by JSCo, and to memorialize the month-to-month nature of this new form of Exhibit I - "Rental Agreement".

**Maintenance and Repair Obligations (Section 8.1):** Amend Section 8.1 to allow for JSCo support of additional as-needed on-Island maintenance and repair activities when requested by Authority, including allowance for payment of project-specific Management Fee to JSCo for administrative and insurance costs incurred through such activities.

**Management Fee (Section 13.1(d)):** Amend Section 13.1(d) to continue current the payment structure of a Management Fee equivalent to 3% of total monthly Gross Revenues not to exceed \$400,000 annually, and to allow an increase in the Management Fee by an amount equivalent to \$20 per month/per unit for all currently non-rentable units within JSCo portfolio. The proposed increase captures the additional monthly JSCo costs associated with security, landscaping and general maintenance of vacant, non-revenue-generating units.

**Percentage Rent (Section 13.1(i) (3)):** Amend Section 13.1(i) (3) to reflect continuation of the existing Percentage Rent structure, with 95% of the remaining Net Revenue distributed to the Authority and the remaining 5% retained by JSCo, beyond Year 7 of Sublease Agreement.

**Base Rent (Section 15.1):** Amend Section 15.1 to reflect continuation of the existing Base Rent structure beyond Year 7 of Sublease Agreement.

**Wages and Working Conditions:** Amend the Sublease Agreement to add a Section requiring any person performing labor or capital repairs under this Sublease Agreement that are: 1.) defined by the United States Department of Housing and Urban Development (US HUD) Multifamily Asset Management and Project Servicing guidelines as eligible for Replacement Reserve Account funding; 2.) pre-identified by JSCo as eligible for Replacement Reserve Account funding; and 3.) of a total contract amount of \$10,000 or more, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California.



**Additional Amendments (Section 34):** Amend various provisions within Section 34 of the Sublease Agreement to bring the document up to date with recent revisions to City and County of San Francisco codes, requirements and prohibitions, including but not limited to language relating to pesticide prohibitions, the Sunshine Ordinance, contribution limitations, and Conflicts of Interest.

### **PROPOSED FEE AND RATE STRUCTURE**

JSCo earns a Management Fee equivalent to 3% of total monthly Gross Revenue not to exceed \$400,000 annually, as well as Percentage Rent revenue of 5% of monthly Net Revenue. Current industry standards for residential Management Fees are 3 to 4% of Gross Revenue for properties with 500 or more units. When analyzed on a per-unit basis, the regular monthly Management Fee earned by JSCo is equivalent to approximately \$60 per-unit. Analyzed on a percentage basis, the regular monthly Management Fee consistently remains within the range of 3 to 4% of monthly Gross Revenues, consistent with industry standards.

The proposed additional Management Fee of \$20 per-month-per-unrentable-unit, an amount not to exceed approximately \$2,400 per month due to the set amount of such unrentable units, is equivalent to approximately 0.2% of monthly Gross Revenues and also well below the regular Management Fee when calculated on a per-unit basis. This additional Management Fee payment to JSCo will gradually decrease on a monthly basis as the unrentable units are brought back online.

The monthly Percentage Rent amount earned by JSCo, when analyzed alongside the Management Fee structure, remains reasonable in that when combining the Percentage Rent in with the Management Fee, total JSCo earnings under the Sublease Agreement continue to average approximately 3 to 4% of total monthly Gross Revenues.

### **NEXT STEPS**

Project Office staff, in consultation with the Office of the City Attorney, will prepare the final form of the Sixth Amendment to Sublease, Development, Marketing and Property Management Agreement. The Sixth Amendment will be presented at the May 9, 2012 Authority Board meeting for hearing and approval. TIDA Bylaws dictate that subsequent to TIDA Board approval, this Sixth Amendment is subject to approval by the San Francisco Board of Supervisors as it is an agreement with a cumulative term 10 years or longer.

Prepared by: Peter Summerville, Leasing Manager  
For: Mirian Saez, Director of Island Operations



















**DRAFT Minutes of Meeting Item 6 (a)**  
**Treasure Island Development Authority**  
**April 19, 2012**

Casa de la Vista – Building 271  
191 Avenue of Palms, Treasure Island

Mirian Saez, Director of Island Operations  
Asja Steeves, Commission Secretary

**1. Call to Order 4:34 PM**

**Present**  
Linda Richardson, *President*  
Larry Mazzola, Jr., *CFO*  
Claudine Cheng, *Vice President*  
Mark Dunlop  
John Elberling  
Jean-Paul Samaha (*4:45pm*)

**Excused**  
Supervisor Jane Kim, *Ex-Officio*  
Larry Del Carlo

**2. Possible Closed Session: Conference with Real Property Negotiators**

2a. No public comment.

2b. Director Elberling motioned to hold closed session.

Director Dunlop seconded.

The motion was approved unanimously.

**Closed Session Attendees:**

Mirian Saez  
Director Richardson  
Director Cheng  
Director Mazzola  
Director Dunlop  
Director Elberling  
Director Samaha  
Asja Steeves  
Michael Tymoff  
Kate Austen  
Kelly Pretzer

2c. Director Dunlop motioned not to disclose discussions held in closed session.

Director Mazzola seconded.

The motion passed unanimously.

No public comment.

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### 3. General Public Comment

Emily Rappaport, President of Good Neighbors, thanked the Board for the on-Island meeting and endorsed the reappointment of Mark Dunlop or the appointment of another TI resident community to the TIDA Board.

Eddy Dominguez, Champion Telecom, working with TIDA project office staff on a lease agreement, discussed on-Island mobile communication platform/cell sites on wheels (COW) and provided literature to the Board.

Becky Hogue, Island resident, invited Board members to the Annual Spring Family Festival and Market on June 2, 2012, from noon -3:00pm located at 850 Avenue I.

Nella Goncalves, Catholic Charities CYO Child Development Center, thanked the Board for their continued support and gave an update on the Child Development Center.

Joshua Arce, Brightline Defense Project, gave background of Brightline's involvement with the transfer of TI property under development agreement. Spoke in favor of the expiration of existing service contracts.

#### 4a. Directors Report

Mirian Saez, Director of Island Operations, discussed public safety and March crime stats and asked Lt. Pablo Ossio to update the Board.

Lieutenant Pablo Ossio, Night Watch Lt. for Southern Station, stated that the crime stats in March were down by 10%. Discussed arrest and subsequent decrease in burglaries. Discussed 24/7 patrols and offered officers contact information.

Ms. Saez discussed on-Island power outages. Although unable to control unplanned utility outages, TIDA is improving internal reporting and notification procedures. Discussed 311 integration and reporting. 311 will roll out community engagement and education effort in coming months. Discussed community engagement and budget discussions held at bi-monthly Housing Providers and Island Community meeting. Catholic Charities operators of the Child Development Center, Boys and Girls Club and TIHDI have made funding requests which will be considered. Directed Board members to memo responding to Director Mazzola's inquiry regarding vendors used by JSCo. Quality of Life issues discussed: TI Job Corp conducting annual clean-up this Friday in honor of Earth Day; TIHDI and TIDA co-sponsored Emergency Preparedness and Disaster Readiness Conference held on March 26; Goats R Us returning to YBI for weed abatement.

Leasing activities: Three new subleases totaling \$168K in additional annual revenue.

Abdo Nassir, Owner of the Island Market and Deli, plans to open a grocery store in June 2012, providing residents with fresh produce and prepared foods. Discussed the Days with Zahrah KRON 4 Treasure Island segment featuring Wine Valley Catering and TI venues. TI Flea Market returns April 28 and 29. Next meeting May 9<sup>th</sup>, JSCo contract and budget approval will be on the agenda.

In response to an inquiry from Director Richardson, Ms. Saez confirmed that the failed cable responsible for one of the power outages has since been repaired.

In response to an inquiry from Director Dunlop, Lt. Ossio attributed a portion of crime rate decrease to responsive, proactive and self-initiated activity from officers as well as an increase in vehicle traffic enforcement.

**4b. Report by Office of Economic & Workforce Development**

Michael Tymoff, OEWD, gave an update on development activities. Discussed upcoming hearing in California State Superior Court and will update the board of results in the May Board meeting. Next month OEWD staff will be moving from City Hall to One South Van Ness, working directly with the Successor Agency to the SF Redevelopment Agency. There will be a synergy with staff working on TI and those working on HP Shipyard, Transbay and Mission Bay. All four projects of similar scale, complexity and same phase of development. Governance, reporting and budget will stay the same. Successor Agency Oversight Board will have no jurisdiction over Treasure Island. Staff will bring a resolution that will designate that office as lead negotiator on behalf of the Treasure Island Development Authority similar to the resolution that gave OEWD the initial authorization. Discussed interim moves. Anticipates holding on-island meetings for YBI residents to discuss the interim moves down to TI. Anticipates issuing 90 day notices no sooner than January 2013. Construction will commence late spring early summer of 2013. Finally, staff will bring a resolution next month formally recommending that the BOS designate the SF County Transportation Authority as the TI Mobility Management Agency.

**4c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)**

Karen Knowles-Pierce gave an overview of this month's CAB meeting. Anticipates two more meetings this year. Noted that all current members would have a great interest in continuing their service on CAB.

**Public comment:** Heather Donohue, YBI resident, requested to see written policy or protocol for how the back-up generator is activated in the case of extended power outages.

**5. Communications**

There was no discussion of the Communications by Directors.  
There was no public comment on the Communications item.

**6. Ongoing Business by Board of Directors**

No on-going business was discussed by Directors.  
There was no public comment on the item.

**7. Consent Agenda**

- a. Approving the Minutes of the March 14, 2012 Meeting
- b. Resolution Approving Amendments to the Bylaws of the Treasure Island Development Authority
- d. Resolution Approving Revision to the Temporary Emergency Housing Plan
- e. Resolution Stating Support for San Francisco County Transportation Authority Application to the Metropolitan Transportation Commission Priority Development Area Planning Grant Program and Authorizing a Letter of Support
- f. Resolution Authorizing the Treasure Island Project Director to Execute an Amendment to the Contract With AMEC Geometric, Inc. to Extend the Term through June 30, 2013 and Increase Total Budget to Not-to-Exceed \$2,037,400

Director Elberling requested Item 7c to be pulled from consent.

Director Elberling motioned for approval of items 7a, 7b, 7d, 7e and 7f.  
Director Cheng seconded.  
The items were approved unanimously.

**7c. Resolution Authorizing the Director of Island Operations to Execute a Use Permit with Hartmann Studios, Inc. for Production of the Oracle OpenWorld Appreciation Event in 2012**

Jack Nathanson, TIDA Project Office Staff, gave an overview of the Hartmann Studio permit. The event is a private event for Oracle Corp clients and customers which uses Hanger 3, Hanger 3 parking lot, Pier One and unimproved areas in the vicinity of Hanger 3 for the 2011 Oracle Appreciation Event. Due to the success of the 2011 Appreciation Event, Hartmann Studios has approached Project Office staff requesting a Use Permit to allow for production of the Appreciation Event on-island again in 2012. The term of the Use Permit is from September 5, 2012 through October 14, 2012. Hartmann request includes set-up and take-down while the Appreciation Event is a one day event that will take place on October 3, 2012. Project staff and Hartmann have negotiated a Permit Fee of \$95,000 for the requested premises, a nearly 6% increase of the 2011 fee. Mr. Nathanson stated that prevailing wage for theatrical workers and sustainability language was added to the Use Permit for Hartmann. Based on project staff review, similar events, jobs created through TIHDI Job Broker Program and overall benefit for the City, project staff recommends approval of this Use Permit.

In response to an inquiry from Director Elberling, Mr. Nathanson stated that the scale of the event will be the same as 2011. Regarding past complaints, Mr. Nathanson stated that there was no record of resident complaints. One complaint relating to bleacher construction went to the Office of Labor Standards and Enforcement and was resolved through that office.

In response to an inquiry from Director Dunlop, Mr. Nathanson stated that project staff could work with Hartmann to facilitate traffic control exiting the Island on to the Bay Bridge.

In response to an inquiry from Director Mazzola, Mr. Nathanson confirmed that there was no issue between theatrical union local 16 and Hartmann Studios.

**Public Comment:** Joshua Arce, Brightline Defense Project, requested the Authority Board continue this item. Spoke in favor of certified apprentice programs within unions. Mr. Arce asked the Authority Board to look at another contractor and rebid this contract. Director Saez clarified that Hartmann came to TIDA to rent property for this private event. Hartmann has satisfied the Labor and Standard Enforcement concerns; they hire Job Corps for their security needs, and provide jobs through the TIHDI Job Broker program.

Olga Miranda, President of SEIU Local 87 and Secretary/Treasury of SF Labor Council, spoke in favor of continuing this item in order to give Authority Board members time to review issues with Hartmann. Ms. Miranda would like to have the families and unions address the Authority Board at a future meeting, before a decision is made.

Ramon Hernandez, Business Manager of Laborers #261, stated he represents disadvantaged workers and would like to ensure San Franciscans have access to better



jobs. Mr. Hernandez stated that Hartmann should pay Job Corp workers prevailing wages if they are utilized.

In response to an inquiry from Director Richardson, Director Saez stated that prevailing wage language has been inserted into the permit for theatrical workers. Ms. Saez clarified that the Hartmann permit is not in response to a TIDA issued Request For Proposal (RFP). There was no solicitation to have the event on TIDA's behalf. This is a request to use our property for a private event.

Board members discussed issues with delaying the approval of the permit. The Board members and staff discussed the applicability of prevailing wage section 21c of the Administrative Code.

Alicia Cabrera, Deputy City Attorney, stated she would research whether the Board can require additional prevailing wage language to be added to Use Permit Ms. Cabrera clarified that TIDA is a non-profit benefit corporation owned and controlled by the city, but still operates separately. Ms. Cabrera confirmed that she would report back to the Board with a legal opinion on applicability of the Administrative Code prevailing wage requirements.

**Public comment:** Vicki Jones, Island resident, spoke in favor of workers receiving union wage under the standards of city and county of SF. Spoke in favor of utilizing workers and residents of Treasure Island.

Director Dunlop stated that TIHDI and Job Corp do utilize TI residents. Suggested approving the Use Permit but continue the discussion and address concerns and questions for next year's event.

Director Mazzola suggested the Board continue the item to next month and give Hartmann an opportunity to address the concerns and for the Board to receive the Deputy City Attorneys opinion on applicability of prevailing wage as listed in 21c of the Administrative code.

The Board discussed continuing the item and having a Hartmann representative address the concerns at a future meeting.

Director Saez noted that this is a permit for a private event that brings over 25, 000 people to the Island. Ms. Saez stated that prevailing wage language consistent with the TIDA policy is included in the Use Permit and asked the Board to reconsider continuing the item.

Director Elberling suggested TIDA align this permit with the City and asked staff to review the Oracle agreement with the City, including the requirements for Howard Street closures.

Director Cheng motioned to continue item 7c.

Director Samaha seconded the motion.

Ayes: Richardson, Cheng, Elberling, Mazzola, Samaha

Nays: Dunlop

**8. Informational Presentation on Proposed Sixth Amendment to the Sublease, Development, Marketing and Property Management Agreement for Rental Housing on Treasure and Yerba Buena Islands with the John Stewart Company**  
Peter Summerville, Project Office Staff, presented the proposed Sixth Amendment to the

Sublease Agreement ("The Agreement") with the John Stewart Company (JSCo). At the November 2011 meeting, the Director of Island Operations was authorized to enter negotiations with JSCo to extend the term of the Agreement, which expired at the effective date of the DDA and has been continuing on a hold over basis during this negotiation period. Discussed the current sublease Agreement terms and reviewed the proposed terms of the Sixth Amendment. Effective date of the Sixth Amendment shall be retroactive to July 1, 2012. The month to month basis of the term will be extended to June 30, 2014. Proposed terms for Management Fee, Percentage Rent, Base Rent contained in the Agreement were discussed, as was Tenant Rental Agreements, Maintenance and Repair Obligations and language in the agreement relating to wages and working conditions. Additionally, various provisions will be amended in Section 34 of the Agreement to bring the document up to date with recent revisions to City and County of San Francisco Codes.

Mr. Summerville noted that the proposed Sixth Amendment includes language for prevailing wages, as specified under SF Administrative Code, to be paid to individuals performing capital improvements. Discussed proposed thresholds for such work. Next steps: Deputy City Attorney and staff will draft Sixth Amendment to be submitted for TIDA Board hearing and approval, followed by Board of Supervisors calendaring for hearing and approval.

The Board discussed prevailing wage and US HUD guidelines relating to capital repairs. In response to an inquiry from Director Mazzola, Alicia Cabrera, Deputy City Attorney, stated that she will research for the reason why section 21 in its entirety of the Administrative Code relating to prevailing wage is not included. Director Saez clarified that under this JSCo Agreement, capital improvement work of a contract amount above \$10,000 would require prevailing wages. There is no construction on the Island. Only improving current properties in order to maintain through another life cycle and increase its useful life.

Mr. Summerville discussed general tasks that fall under the HUD definition. Director Elberling stated that he is interested in hearing technical response from City Attorney regarding the use of US HUD prevailing wage guidelines. The Board continued to discuss applicability of prevailing wage language as it relates to property management under the JSCo Agreement.

**Public Comment:** Jeff Kline, Island resident, spoke of concern regarding language in sublease not holding JSCo accountable for maintenance issues. Spoke of concern regarding the new terms of the contract and the status of land transfer.

Olga Miranda, SEIU Local 87, stated that her members have had issues as tenants with JSCo because they don't respond quickly to tenants and because they function as a non-union contractor. Requested the Board reconsider extending the contract with JSCo.

Ramon Hernandez, Laborers 261, stated that JSCo is not a union bonded contractor. Spoke in favor of using Housing Authority guidelines.

Whilemena Parker, Business and Communities Director Job Corp, acknowledged programs available on Island. Discussed Job Corps eligibility criteria. Noted strict metrics from Department of Labor to measure outcomes of programs which ensure accountability.

Lashawnda Breston, 5 yr. Island resident, spoke of her family's experience with the Community Housing Partnership program. Agrees that there should be accountability to moving people up and out of the programs. Stated that there are certain challenges in the low income housing community that are not being addressed.

Joshua Arce, Brightline Defense, , spoke in favor of issuing a new RFP, adding prevailing wage for construction into the contract and rebidding for new contractor. Spoke of Brightline's history working with OEWD, Supervisor Kim, and TIHDI to come up with prevailing wage in the DDA language.

#### **9. Informational Presentation on Proposed Changes to The Villages' Residential Lease**

Michael Tymoff, OEWD, updated the Board on status of residential leases and discussed three outstanding issues the resolution of which would allow for the issuing of 60 day notices of change and terms of tenancy. Reviewed proposed language addressing two of the three outstanding issues. The third issue was discussed in principal, with actual proposals to be heard by the Board at the next meeting. Discussed eviction language in the Transition Housing Rules and Regulations and read proposed language to limit JSCo's ability to evict households and ensure a grievance process. JSCo has expressed that they do not intend to make additional material changes to the lease. If they do make changes there will be a public process including holding meetings to address community concerns. Limits of applicability of transition were discussed. This would preserve the rights afforded to eligible households should an event render the housing stock uninhabitable where it would need to be taken offline. Next steps include working with TICD to amend the Transition Housing Rules and Regulations, and present to the Board next month.

**Public comment:** Jeff Kline, Island resident, spoke of the JSCo Addendum and his concerns of statements made to the residents about the changes to the lease agreement.

#### **10. Informational Presentation by the United States Navy on On-Going Remediation Activities on former Naval Station Treasure Island**

James Sullivan, Navy Environmental Coordinator, provided an update on Navy remediation activities. Reviewed Site 27 Clipper Cove dredging project with projected completion in late 2013. Initial conveyance sites reviewed including Site 21, Site 33 and Building 233. Groundwater treatability study on Site 24 and land use control inspections discussed. Mr. Sullivan noted that the Site Management Plan (SMP) published in 2011 is available on the Navy's Base Closure website. Demolition of buildings in Site 12 discussed. Accelerating projects in site 12 in order to complete by 2018. Community relations plan discussed. Base closure website <http://www.bracpmo.navy.mil>.

In response to an inquiry from Director Richardson, Mr. Sullivan stated that a signed CERCLA Record of Decision is required before setting project completion dates.

In response to an inquiry from Director Dunlop, Mr. Sullivan stated that work notices reviewed by the state are issued to residential areas when remediation projects are located near homes.

**Public comment:** Lashawnda Breston, Island resident, asked if Treasure Island is considered a Brownfield as defined by EPA regulations. Also asked if there are remediation activity training opportunities for residents similar to those at Bayview Hunters Point Navy Shipyard.

337 Vina Correr (sp?) , Island resident, inquired about testing standards.  
338 Mr. Sullivan stated that project decisions are based on the best available testing but if  
339 standards change in future, there may be mechanism for regulatory agencies to come  
340 back and ask for additional look.

341 In response to an inquiry from Director Elberling, Mr. Sullivan stated that Treasure  
342 Island is a Non-National Priorities List (NPL) site as defined by US EPA standards.  
343

344 **11. Discussion of Future Agenda Items by Directors (Discussion Item)**

345 There was no additional discussion of future agenda items by Directors.

346 No public comment.  
347

348 **12. Adjourn**

349 The meeting was adjourned at 7:25 PM.

